

# Exhibit A-1



<div>Page 2</div> <div>1 On behalf of the DEFENDANTS H. WALKER ENTERPRISES, LLC AND RENAISSANCE MAN FOOD SERVICES, LLC</div> <div>2</div> <div>3 Mr. Michael J. King GREENBERG TRAURIG, LLP 3333 Piedmont Road, NE, Suite 2500 Atlanta, Georgia 30305 678-553-2410 kingm@gtlaw.com</div> <div>6 Also present: Nelson Jackson, Herschel Walker, Julie 7 Blanchard, Kimberly Staples and John Staples</div> <div>8</div> <div>9</div> <div>10</div> <div>11</div> <div>12</div> <div>13</div> <div>14</div> <div>15</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div>	<div>Page 4</div> <div>1 EXHIBITS (Continued)</div> <div>2 Exhibit Description Page</div> <div>3 Exhibit 18 10/25/17 E-mail 135</div> <div>4 Exhibit 19 January 2017 P&amp;L 138</div> <div>5 Exhibit 20 10/31/17 E-mail 154</div> <div>6 Exhibit 21 11/27/17 E-mail 157</div> <div>7 Exhibit 22 11/27/17 E-mail 158</div> <div>8 Exhibit 23 10/31/17 E-mail 158</div> <div>9 Exhibit 24 Waffle Advertisement 165</div> <div>10 Exhibit 25 12/21/17 Memorandum 183</div> <div>11</div> <div>12 STIPULATIONS</div> <div>13 It is stipulated that the deposition of DAVID</div> <div>14 JACKSON may be taken pursuant to agreement and in</div> <div>15 accordance with the Federal Rules of Civil Procedure on</div> <div>16 January 14, 2019, before Kerri Pianalto, CCR.</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div>
<div>Page 3</div> <div>1 INDEX</div> <div>2 Page</div> <div>3 Direct Examination by Mr. Simms 5</div> <div>4</div> <div>5 EXHIBITS</div> <div>6 Number Description Page</div> <div>7 Exhibit 1 Consent Resolutions of the Board of 9 Managers of Walker Foods, LLC</div> <div>8</div> <div>9 Exhibit 2 6/12/08 Offer Letter 13</div> <div>10 Exhibit 3 2/20/09 Offer Letter 14</div> <div>11 Exhibit 4 3/06/09 Offer Letter 18</div> <div>12 Exhibit 5 3/09/09 Fax 19</div> <div>13 Exhibit 6 Memorandum of Understanding 23</div> <div>14 Exhibit 7 Performance Management 38</div> <div>15 Exhibit 8 Personnel Action Form 44</div> <div>16 Exhibit 9 Notice to Last Employer 56</div> <div>17 Exhibit 10 12/19/16 E-mail 70</div> <div>18 Exhibit 11 Phone Records 98</div> <div>19 Exhibit 12 Phone Records 100</div> <div>20 Exhibit 13 4/3/17 E-mail 101</div> <div>21 Exhibit 14 Phone Records 103</div> <div>22 Exhibit 15 4/3/17 E-mail 107</div> <div>23 Exhibit 16 10/23/17 E-mail 115</div> <div>24 Exhibit 17 10/24/17 E-mail 123</div> <div>25</div>	<div>Page 5</div> <div>1 WHEREUPON,</div> <div>2 DAVID JACKSON,</div> <div>3 after having been first duly sworn, deposes and says in</div> <div>4 reply to the questions propounded as follows, to-wit:</div> <div>5 MR. PARKER: Keri, before we begin, I just want</div> <div>6 to note on the record we're doing the deposition pursuant</div> <div>7 to the federal rules. I do want to interpose objections</div> <div>8 where necessary and then for the court reporter I do want</div> <div>9 the witness to have an opportunity to read and sign the</div> <div>10 transcript.</div> <div>11 MR. KING: Before we get started, if I could</div> <div>12 just mention that it is somewhat difficult to hear down at</div> <div>13 this end, if everybody could speak up.</div> <div>14 THE WITNESS: Okay.</div> <div>15 DIRECT EXAMINATION</div> <div>16 BY MR. SIMMS:</div> <div>17 Q Yeah, I was going to suggest that as well. It</div> <div>18 seems like the -- I don't want to be yelling at you, but I</div> <div>19 may have to.</div> <div>20 A I'll try not to yell back.</div> <div>21 Q That's fine if you do. We'll get through this.</div> <div>22 Have you sworn him in yet? You have? Good.</div> <div>23 Can you state your full name for the record,</div> <div>24 please?</div> <div>25 A David Glenn Jackson, Jr.</div>

<p style="text-align: right;">Page 6</p> <p>1 Q What's your date of birth, Mr. Jackson?</p> <p>2 A August 7, 1968.</p> <p>3 Q Have you ever given a deposition on behalf of</p> <p>4 Simmons before?</p> <p>5 A Yes.</p> <p>6 Q How many times?</p> <p>7 A Once.</p> <p>8 Q What type of case was that?</p> <p>9 A It was a cardboard price fixing case.</p> <p>10 Q Okay. And just so I can be up to speed, does</p> <p>11 Simmons have a parent company and then some companies that</p> <p>12 are subsidiaries of the parent?</p> <p>13 A Yes.</p> <p>14 Q Okay. Can you kind of break that down for me?</p> <p>15 A There is Simmons Foods, Inc., that would be the</p> <p>16 parent company, and then under Simmons Foods there are</p> <p>17 multiple entities. Simmons Prepared Foods would be the</p> <p>18 poultry entity that processes and produced, packaged and</p> <p>19 sold the poultry goods to Renaissance Man Food Service,</p> <p>20 then there are other multiple entities that do other</p> <p>21 things.</p> <p>22 Q You're currently employed by Simmons Prepared</p> <p>23 Foods; is that correct?</p> <p>24 A I have -- I was during this time. I have moved</p> <p>25 to a role under Simmons Foods currently.</p>	<p style="text-align: right;">Page 8</p> <p>1 A Yes, sir.</p> <p>2 Q Okay. And did you come back to poultry or</p> <p>3 Simmons Prepared Foods in December of 2016?</p> <p>4 A I started transitioning to prepared foods in</p> <p>5 late September. I replaced a gentleman who retired in</p> <p>6 December.</p> <p>7 Q That was Gary Murphy?</p> <p>8 A Yes.</p> <p>9 Q What was Mr. Murphy's position in poultry? Was</p> <p>10 he president and COO?</p> <p>11 A In my earlier stint before I left for pet food,</p> <p>12 I was president and COO of prepared foods, Gary was</p> <p>13 president and COO of, I think technically it's Simmons</p> <p>14 Poultry Farms and so we had -- we had the poultry division</p> <p>15 split in half, he had grow out and slaughter international</p> <p>16 sales, I had further processing, domestic sales and supply</p> <p>17 chain, so there were two presidents of poultry. We had</p> <p>18 the company split in half. When I left for pet food, Gary</p> <p>19 assumed responsibility for all the poultry and I assumed</p> <p>20 responsibility for pet food, both as president and COO.</p> <p>21 Q And then when you came back to poultry, was the</p> <p>22 consolidation still in place?</p> <p>23 A Still in place, so I moved back and over all of</p> <p>24 poultry.</p> <p>25 Q What involvement did you have in recruiting Mr.</p>
<p style="text-align: right;">Page 7</p> <p>1 Q Okay. All right. So let's go back. I think --</p> <p>2 and we're going to go through all this, but I think we're</p> <p>3 going to be able to show that Mr. Staples went to work for</p> <p>4 Simmons Prepared Foods in March of 2009?</p> <p>5 A That sounds correct.</p> <p>6 Q Up until sometime in December of 2017, correct?</p> <p>7 A That sounds correct.</p> <p>8 Q All right. And it's my understanding that you</p> <p>9 may have been employed by Simmons Prepared Foods back in</p> <p>10 2009 during the time that Mr. Staples came on board and at</p> <p>11 some point you may have left that particular entity and</p> <p>12 went to another Simmons entity. And if I could, I want</p> <p>13 you to give me your history so I don't have to ask you a</p> <p>14 bunch of unnecessary questions is what I'm trying to</p> <p>15 avoid.</p> <p>16 A All right. I started at Simmons in 1991. I</p> <p>17 spent approximately 20 years in the poultry side in</p> <p>18 prepared foods, left poultry in -- I'm trying to remember</p> <p>19 when it was, 2012, and then returned to poultry in 2016.</p> <p>20 When I left poultry, I went to our pet food division.</p> <p>21 Q You're using the word poultry to mean Simmons</p> <p>22 Prepared Foods, Inc.?</p> <p>23 A Yes, sir.</p> <p>24 Q All right. So did you say from about 2012 to</p> <p>25 2016 you were in the pet foods division?</p>	<p style="text-align: right;">Page 9</p> <p>1 Staples to come to work at poultry?</p> <p>2 A I was -- I was responsible for that part of</p> <p>3 poultry that would have -- that interacted with</p> <p>4 Renaissance Man. I had had -- had a conversation with</p> <p>5 John, and John came to us through Herschel as someone that</p> <p>6 he had confidence in to assume responsibilities for that</p> <p>7 entity.</p> <p>8 Q What entity?</p> <p>9 A Renaissance Man Food Service and at the time</p> <p>10 Walker Foods.</p> <p>11 Q Let me show you what's been marked as Simmons'</p> <p>12 documents.</p> <p>13 Do you happen to have a stapler? I don't know</p> <p>14 if that's going to make it through the day. Well, look at</p> <p>15 that. I couldn't do that again in a million years.</p> <p>16 All right. Have you seen Exhibit 1 before?</p> <p>17 (WHEREUPON, Exhibit 1 was marked for</p> <p>18 identification.)</p> <p>19 A Yes, I have.</p> <p>20 Q What is that?</p> <p>21 A That was the resolution from -- the board</p> <p>22 resolution from Walker Foods, LLC recognizing the</p> <p>23 transition from Mike Rogers to John Staples.</p> <p>24 Q And at the third page of it, it's supposed to be</p> <p>25 -- it looks like it's dated for some time in April 2009,</p>

<p style="text-align: right;">Page 10</p> <p>1 but it does not have a date inserted, does it?</p> <p>2 A It does not.</p> <p>3 Q Do you know when it was executed in April of</p> <p>4 2009?</p> <p>5 A I do not.</p> <p>6 Q Did you sign off on it?</p> <p>7 A I did.</p> <p>8 Q And who is Mike Jones?</p> <p>9 A Mike Jones was the CFO of Simmons Foods at the</p> <p>10 time.</p> <p>11 Q The parent company?</p> <p>12 A Yes.</p> <p>13 Q Was that document prepared by Mr. Walker's</p> <p>14 attorneys in Atlanta?</p> <p>15 A I do not know who prepared that document.</p> <p>16 Q May I see it back, please? If you could go to</p> <p>17 paragraph, I think it's the third one from the bottom of</p> <p>18 the second page that deals with some issues concerning</p> <p>19 restructuring; is that correct?</p> <p>20 A Yes.</p> <p>21 Q What was being restructured?</p> <p>22 A We were asking John to come into Renaissance Man</p> <p>23 Food Service/Walker Foods and reestablish the business</p> <p>24 entity or the business operations. We had terminated the</p> <p>25 previous leader of that group, Mike Rogers, and were</p>	<p style="text-align: right;">Page 12</p> <p>1 the 3,000 pages that have been produced in this case you</p> <p>2 decided to bring today.</p> <p>3 MR. SIMMS: It's a lot of work to bring -- I</p> <p>4 thought I made double copies, but we'll see. I thought I</p> <p>5 made doubles. One copy.</p> <p>6 MR. PARKER: Huh?</p> <p>7 MR. SIMMS: One copy.</p> <p>8 MR. PARKER: So when you get -- if you're going</p> <p>9 to use one, give me a copy.</p> <p>10 MR. SIMMS: I'll give you a copy and you all can</p> <p>11 look at it before I ask questions.</p> <p>12 MR. PARKER: Yeah.</p> <p>13 MR. SIMMS: How about that?</p> <p>14 MR. PARKER: That works.</p> <p>15 Q (BY MR. SIMMS) Have you reviewed H. Walker</p> <p>16 Enterprises or Renaissance Man responses to</p> <p>17 interrogatories in this case?</p> <p>18 A Yes, I have.</p> <p>19 Q Do you recall that it's their position they had</p> <p>20 no involvement in the hiring of Mr. Staples originally by</p> <p>21 poultry in March of 2009?</p> <p>22 MR. KING: I object to the characterization of</p> <p>23 the discovery responses, that's not what they say.</p> <p>24 A I do not recall that position.</p> <p>25 Q (BY MR. SIMMS) You have seen Exhibit 2 before?</p>
<p style="text-align: right;">Page 11</p> <p>1 asking John to bring in his expertise, knowledge and get</p> <p>2 the business back on the right track and he had some -- he</p> <p>3 had -- we were waiting to get his feedback of how we</p> <p>4 should be structured.</p> <p>5 Q And one of the restructures it references here</p> <p>6 is sales force and compensation structures; is that</p> <p>7 correct?</p> <p>8 A That's correct.</p> <p>9 MR. PARKER: Keri, do you have copies of the</p> <p>10 exhibits you had planned to use today?</p> <p>11 MR. SIMMS: Pardon?</p> <p>12 MR. PARKER: Do you have copies --</p> <p>13 MR. SIMMS: Yeah.</p> <p>14 MR. PARKER: -- of the exhibits you plan to use</p> <p>15 today?</p> <p>16 MR. SIMMS: Tons of them if you want to go</p> <p>17 through that.</p> <p>18 MR. PARKER: Yeah, I suppose. I suspect Mike's</p> <p>19 going to want a copy too. Thank you.</p> <p>20 MR. SIMMS: There's one.</p> <p>21 MR. PARKER: Okay. Do you only have one copy?</p> <p>22 MR. SIMMS: Apparently.</p> <p>23 MR. PARKER: Mike?</p> <p>24 MR. SIMMS: I mean, they're your documents.</p> <p>25 MR. PARKER: I know, but I don't know what of</p>	<p style="text-align: right;">Page 13</p> <p>1 (WHEREUPON, Exhibit 2 was marked for</p> <p>2 identification.)</p> <p>3 A I have.</p> <p>4 Q Does that document reflect an offer of</p> <p>5 employment with poultry to John Staples?</p> <p>6 A It does.</p> <p>7 Q And what's the date of it?</p> <p>8 A June 12, 2008.</p> <p>9 Q Was that offer accepted?</p> <p>10 A I don't recall if I saw a signed copy of this.</p> <p>11 I don't recall if I've seen a signed copy of this specific</p> <p>12 wording of this offer. An offer was accepted.</p> <p>13 Q Did you have a role in the preparation of</p> <p>14 Exhibit 2?</p> <p>15 A I recall an e-mail where I had approved this</p> <p>16 offer to be extended.</p> <p>17 Q And who was doing the extending, was that</p> <p>18 Mr. Miller?</p> <p>19 A Chip Miller.</p> <p>20 Q And what was his position with poultry at the</p> <p>21 time?</p> <p>22 A Vice president of sales.</p> <p>23 Q You can keep that one out.</p> <p>24 MR. PARKER: Do you have a copy of that one,</p> <p>25 Mike, just for the record -- or Keri rather?</p>

<p style="text-align: right;">Page 14</p> <p>1 Q (BY MR. SIMMS) I've got another copy somewhere.  2 Let me find it.  3 While I am looking for another copy, did  4 Mr. Walker have a role or involvement in the content of  5 that offer?  6 A I know we agreed on the compensation for the  7 role because it was a -- it was compensation that was  8 going to be borne by Walker Foods, Renaissance Man,  9 however we had it structured. The balance of the offer  10 was standard for Simmons Foods.  11 MR. PARKER: Thank you.  12 Q (BY MR. SIMMS) You are welcome.  13 Do you know why that offer was not accepted by  14 Mr. Staples?  15 A I don't recall whether the offer was or was not  16 accepted by Mr. Staples.  17 Q Do you recall when another offer was made to Mr.  18 Staples after that one?  19 A It would have had to have been prior to  20 April 2009, but immediately prior to that.  21 Q Let me show you Exhibit 3.  22 (WHEREUPON, Exhibit 3 was marked for  23 identification.)  24 MR. PARKER: For the record, Exhibit 3 is an  25 offer letter to Mr. Staples not on letterhead dated</p>	<p style="text-align: right;">Page 16</p> <p>1 A He requested that he work for Simmons Foods so  2 that he could obtain or keep the benefits that were  3 offered through Simmons Foods that were not available  4 through Walker Foods or Renaissance Man.  5 Q Did Mr. Staples also discuss his concerns about  6 being employed by Walker Foods or Walker Enterprises or  7 Renaissance Man?  8 A He was concerned about the lack of benefits and  9 the entity at the time was very small and so he wanted to  10 be employed by a larger organization to help get that  11 entity up and running.  12 Q Did he express any concerns that he had about  13 his dealings with H. Walker Enterprises or Renaissance Man  14 Foods while employed by either Smithfield or Tyson?  15 A Not concerns. He shared that he had dealt with  16 those entities, but he was coming in as the manager of  17 that, of that enterprise. So, no, he did not express to  18 me concerns of them being a going concern or that he did  19 not want to work for them.  20 Q And you have talked to Mr. Miller and did  21 Mr. Miller indicate he had a recollection of Mr. Staples  22 expressing concerns about being employed by those  23 entities?  24 A Mr. Miller recalled that John wanted to be  25 employed by Simmons to obtain benefits, health insurance,</p>
<p style="text-align: right;">Page 15</p> <p>1 February 20th, 2009.  2 A Okay.  3 Q (BY MR. SIMMS) Is that the second offer made to  4 Mr. Staples?  5 A It is.  6 Q Any differences between that offer and the first  7 offer?  8 A The employment date, compensation is \$20,000 a  9 year greater, a one time car allowance, relocation expense  10 is in addition. Okay.  11 Q Why was the -- those items added the second go  12 around?  13 A They were John's request in the negotiation of  14 employment.  15 Q Who on behalf of poultry was in communications  16 with Mr. Staples about these offers?  17 A I believe Chip Miller was communicating directly  18 with John.  19 Q Has Mr. Miller indicated any discussions between  20 him and Mr. Staples during that period of time concerning  21 Mr. Staples' concerns about being employed by H. Walker  22 Foods or Renaissance Man Foods or H. Walker Enterprises?  23 A We have discussed Chip's recollection and I was  24 in discussion with John as well during that time.  25 Q Was that subject discussed?</p>	<p style="text-align: right;">Page 17</p> <p>1 401(k), other benefits that we offered as an entity,  2 Simmons offered as an entity that was not available under  3 Walker Foods and Renaissance Man.  4 Q Did the Walker Foods, LLC entity even enter into  5 discussions with Mr. Staples?  6 A At the time, yes, because Walker Foods, LLC was  7 a vehicle that we were selling -- that poultry was being  8 sold through that Mr. Staples would manage.  9 Q But he never did manage through that entity, did  10 he?  11 A As we made the transition to bring John on, I  12 think John's recommendation was to close Walker Foods  13 because we had too many entities and too little business  14 and it was confusing the customer base, as I recall.  15 Q Do you know when Walker Foods, LLC was closed?  16 A I don't recall the date that it -- that the  17 entity was dissolved, but in the transition when John came  18 on we stopped using Walker Foods as a sales vehicle. So  19 it could have existed for a while as an empty corporation  20 -- or an empty LLC.  21 Q What was the next sales vehicle besides Walker  22 Foods if it was stopped being used?  23 A Renaissance Man Food Service.  24 Q Exhibit 4 is Simmons document 80. You have seen  25 that document before?</p>

<p style="text-align: right;">Page 18</p> <p>1 (WHEREUPON, Exhibit 4 was marked for 2 identification.) 3 A Yes. 4 Q What involvement did you have in preparing this 5 particular document? 6 A I approved the final offer. 7 Q And was this being put together by Mr. Miller, 8 Mr. Chip Miller? 9 A Yes. 10 Q Is his full name Donald L. Miller, Jr.? 11 A Yes. 12 Q If I refer to him as Chip Miller, you'll know 13 who I'm talking about? 14 A Yes. 15 Q In comparing this March 6, 2009 offer to the 16 other two offers, there are differences, correct? 17 A Yes. 18 Q And what's the difference between the March 6, 19 '09 offer and was it February, February the 20th, '09? 20 A Yes. 21 Q What's the differences? 22 A The start date, the bonus is now a sign on bonus 23 and not a car allowance, the bonus is -- it contemplates a 24 five percent bonus of Walker -- Walker's net income and 25 Simmons agreed to pay for relocation.</p>	<p style="text-align: right;">Page 20</p> <p>1 profit sharing bonus to Mr. Staples' bonus being based on 2 five percent of Walker's net income up to 50 percent of 3 Mr. Staples salary when he moved to Walker Foods? 4 A Mr. Staples was not -- in the role he would 5 have, he would not have any direct responsibilities for 6 Simmons. We were hiring him and then contracting him to 7 Walker Foods/Renaissance Man and so the bonus would 8 transition to bonus based on the work that he was 9 responsible for and that Walker Foods was the vehicle we 10 contemplated at the offer time. 11 Q From March 6, 2009 until the end of 12 December 2017, was Mr. Staples -- did he ever get paid a 13 bonus pursuant to this promise contained in this 14 communication? 15 A I have seen some documents where there were 16 other arrangements between Mr. Staples and Mr. Walker and 17 Mr. Eisenman where John's compensation was taken care of, 18 bonus compensation was taken care of through Renaissance 19 Man and that was negotiated outside of the arrangement 20 with Simmons. 21 Q Mr. Staples did not go -- did not move to Walker 22 Foods, he did not manage Walker Foods, LLC, did he? 23 A He did not. 24 Q And according to the resolution, the issue of 25 compensation was going to be addressed further down the</p>
<p style="text-align: right;">Page 19</p> <p>1 Q The bonus structure that was being offered in 2 the two prior offers pertain to the poultry, Simmons 3 Poultry, was it a profit sharing plan? 4 A Yes. 5 Q And then that changed concerning the March 6, 6 2009 offer, correct? 7 A That's correct. 8 Q And the March 6, 2009 offer, was it accepted by 9 Mr. Staples? 10 A It is signed by Mr. Staples. 11 Q And do you know if he faxed it back in or how 12 poultry received it? 13 A There is a fax number on the top of this, but I 14 do not know how it was sent back to poultry. 15 Q All right. Look at 79. We'll make that, I 16 guess, Exhibit 5. 17 (WHEREUPON, Exhibit 5 was marked for 18 identification.) 19 A Okay. 20 Q Was the position that Mr. Staples was being 21 offered by poultry in all three of the offers director of 22 distribution sales food service? 23 A That is the position within Simmons, yes. 24 Q All right. Why was there a change about the 25 bonus from participation in the Simmons or the poultry</p>	<p style="text-align: right;">Page 21</p> <p>1 road after March 6, 2009, correct? 2 A It was to be resolved in April or after April, 3 yes. 4 Q So this contract of employment was modified 5 after it was accepted, correct? 6 MR. PARKER: Objection, question calls for a 7 legal conclusion. 8 A I'm not a lawyer, so I don't know the 9 definition. 10 Q (BY MR. SIMMS) Well, did the bonus provision of 11 paragraph three of the March 6, 2009 agreement ever take 12 place? 13 A No, it did not. 14 Q It was changed? 15 A It was changed. 16 Q Okay. So this agreement was modified? 17 A Okay. 18 Q Do you agree with that? 19 A I would agree in layman's terms -- 20 Q All right. 21 A -- that there's no other legal definition of 22 modified. 23 Q It was changed, the bonus never came to be 24 applied as set out in the agreement, correct? 25 A That is correct.</p>

<p style="text-align: right;">Page 22</p> <p>1 Q All right. When was it that -- let me just make  2 sure because I want to get to the chase. The parent  3 company was not involved in agreements with Walker Foods,  4 LLC or H. Walker Enterprises, LLC or Renaissance Man, it  5 was always the poultry entity?  6 A Simmons Prepared Foods.  7 Q Is that correct?  8 A That's correct.  9 Q All right. So I'm going to try to just talk  10 about poultry. Me and you will know what we're talking  11 about, correct, if I use -- if I say poultry?  12 A Yes, poultry works.  13 Q You know I'm talking about Simmons Prepared  14 Foods, Inc.?  15 A Yes.  16 Q Okay. When did poultry enter into a  17 relationship with some entity other than H. Walker Foods  18 after March 6, 2009?  19 A We had an ongoing relationship with Renaissance  20 Man Food Service and for an extended period of time after  21 John transitioned, we worked through the constructs of a  22 new agreement between Simmons Prepared Foods and  23 Renaissance Man, H. Walker Foods.  24 Q You have reviewed the documents that poultry  25 produced in this lawsuit, correct?</p>	<p style="text-align: right;">Page 24</p> <p>1 identification.)  2 A Okay. Okay.  3 Q All right. Looking at page 244, which is the  4 number down at the bottom?  5 A Yes.  6 Q If you come over to the left-hand side right  7 above the confidential word, there are some numbers there  8 and then there's a V and a four?  9 A Yes.  10 Q Do you know if that's the law firm that prepared  11 its way of managing documents by using those letters or  12 numerals?  13 A I have seen that on documents coming from  14 Mr. Eisenman. I'm not aware of the coding of how that  15 applies.  16 Q The V4, do you know if that means version four  17 or do you know one way or the other?  18 A I can make assumptions, but I don't know for a  19 fact.  20 Q Is this document -- this document was never  21 actually executed, was it? When I use the word executed,  22 I mean signed by either poultry or H. Walker Enterprises  23 or Renaissance Man or Walker Foods, LLC?  24 A It was never executed by both parties.  25 Q All right. Why not?</p>
<p style="text-align: right;">Page 23</p> <p>1 A Many of them.  2 Q Okay. And you have seen the agreement?  3 MR. PARKER: What agreement?  4 Q (BY MR. SIMMS) The agreement he's talking  5 about, the new agreement, correct?  6 A I've reviewed --  7 Q I am going to show it to you.  8 A I've reviewed versions of the agreement that was  9 contemplated between Simmons and H. Walker Foods.  10 Q How many versions were there?  11 A It was -- we sent versions back and forth over a  12 year period of time.  13 Q Were those documents always drafted by  14 Mr. Walker's attorneys in Atlanta?  15 A If it were -- if there were a change on Simmons  16 Prepared Foods' behalf, I would or our Simmons attorney  17 would make those changes and I would send those to  18 Mr. Walker and Mr. Eisenman. And I'm not certain who  19 would make those changes or how they would come back, but  20 I would get an e-mail from Mr. Eisenman copying Mr. Walker  21 on a return.  22 Q Exhibit 6 is quite a few pages. It goes Simmons  23 244 through 257. Take a moment and review over that and  24 then I'm going to ask you some questions about it.  25 (WHEREUPON, Exhibit 6 was marked for</p>	<p style="text-align: right;">Page 25</p> <p>1 A I think we had gone back and forth, Herschel and  2 myself had gone back and forth on negotiating this and as  3 I recall, I had sent a signed copy to Ron, Ron Eisenman  4 and Herschel. I had not received a signed copy back. As  5 the person responsible from a Simmons' perspective, it was  6 not a major importance to me because we were operating  7 under the constructs of this agreement and the business  8 operated fine without a signed agreement and we had mutual  9 dependency on each other to do the things that we needed  10 to do, sell through the channels that H. Walker -- or that  11 Renaissance Man was selling and so there really wasn't a  12 need for a signed agreement.  13 Q And to your knowledge or poultry's knowledge,  14 was that true up until the end of 2017?  15 A Yes.  16 Q Because you started demanding a written  17 agreement, didn't you?  18 A I asked for an update to the agreement and that  19 we should get a signed agreement, yes.  20 Q What changed? And what I mean by it is you  21 operated these years without a written agreement and then  22 towards the end of 2017 you wanted a written agreement.  23 A What changed was feedback from our sales  24 representative, Matt Free, and feedback from Mr. Staples  25 that there was a belief that without a signed agreement</p>

<p style="text-align: right;">Page 26</p> <p>1 that anything could be changed at will. And up until 2 those incidences, I was operating under the belief and the 3 action that even though it wasn't signed, that was how we 4 were behaving and so that is how we would govern the 5 business entity. 6 Q Looking at 244, the first page, it appears to me 7 in the preamble there, it says that the agreement will be 8 effective as of and it's got a blank 2010? 9 A Correct. 10 Q And it indicates that it's going to be an 11 agreement between Walker Enterprises, LLC and Simmons 12 Prepared Foods, which is poultry, correct? 13 A Correct. 14 Q And I want to say that Simmons or poultry's 15 position in answers to interrogatories is it never had a 16 relationship with H. Walker Enterprises, LLC. Do you 17 recall that? 18 A I do recall -- well, I don't recall that 19 specific answer in the interrogatory. Yes. 20 Q This agreement was with H. Walker Enterprises, 21 wasn't it? 22 A It was never executed. 23 Q But it was -- the terms of it, the provisions of 24 it were through the course of conduct carried out or put 25 into place; is that correct?</p>	<p style="text-align: right;">Page 28</p> <p>1 Q (BY MR. SIMMS) Six. Did poultry have knowledge 2 that H. Walker, LLC owned 100 percent of Renaissance Man 3 Food Services? 4 A Yes. 5 Q And did poultry have knowledge that H. Walker 6 Enterprises was the parent company of Renaissance Man Food 7 Services? 8 A Yes. 9 Q All right. On page 245, which is page two, 10 there appears to be -- well, let me back up. At the time 11 that Mr. Staples was going to -- was Mr. Staples going to 12 manage the Renaissance Man Food Services? 13 A Yes. 14 Q Okay. He may have managed part of Walker Foods, 15 LLC for a period of time, but then sometime in 2010 up 16 until 2017 he managed Renaissance Man Food Services? 17 A He was the general manager of Renaissance Man 18 Food Service. 19 Q Okay. Still employed as director of sales for 20 food service by Simmons or poultry, correct? 21 A That is correct. 22 Q Okay. With respect to Mr. Staples managing the 23 relationship between poultry and Renaissance Man Food 24 Services or H. Walker Enterprises, what document was he 25 provided that explained the relationship for him to</p>
<p style="text-align: right;">Page 27</p> <p>1 A It was, yes. 2 Q Now, how did poultry -- well, let me back up. 3 Will you agree with me that Mr. Staples never 4 worked for Walker Foods, LLC? 5 A I don't have the financial records of the very 6 beginning of Mr. Staples' employment. I'm not sure which 7 entity reimbursed Simmons Foods for his expenses, so I 8 don't know that I can agree with you. 9 Q Do you know if he ever managed a relationship 10 between poultry and Walker Foods, LLC? 11 A Walker Foods, LLC was in existence at the time 12 of the transition. We had some Walker Foods packaging and 13 products in market and I recall it being Mr. Staples' 14 recommendation to consolidate that under Renaissance Man 15 Food Service so there would have been -- so one name to 16 the customer base, so there would have been a time period 17 where Mr. Staples did manage products sold by Walker 18 Foods. It could have been very short. 19 Q Do you know if it had ended by the beginning of 20 2010? 21 A I do not recall the exact date that we stopped 22 selling product through Walker Foods. 23 Q As of the time of this document, 244, I'll just 24 refer to it as -- what exhibit -- 25 MR. PARKER: You marked it as Exhibit 6.</p>	<p style="text-align: right;">Page 29</p> <p>1 manage? 2 A Mr. Staples managed the day-to-day activity of 3 Renaissance Man Food Service, the sales activity, the 4 interaction with Renaissance Man Food Service's customer 5 base, the expenses, the brokerage agreements, all of the 6 activity of that as a standalone entity, that was his own 7 function. 8 Q If a conflict developed between poultry and H. 9 Walker or Renaissance Man Food Services, was there a 10 document that Mr. Staples could consult to assist him in 11 resolving the conflict? 12 A What kind of conflict would you be talking 13 about? 14 Q Well, the agreement goes in pretty good detail 15 about the relationship, right? 16 A About the structure, yes. 17 Q Okay. And on page two, the agreement addresses 18 the structure beginning in paragraph B, correct? 19 A Correct. 20 Q All right. And it looks like to me that certain 21 food products that were being sold that were not within 22 the relationship were handled one way and then food 23 products that were produced within the relationship were 24 handled another way. Do you agree with me? 25 MR. KING: I'm going to make a blanket objection</p>

<p style="text-align: right;">Page 30</p> <p>1 since I'm not being provided copies of the documents, I 2 have no way of knowing what you're talking about. So I'm 3 going to ask that you give me a standing objection to the 4 characterizations you're making of the agreements unless 5 you provide me copies. 6 MR. SIMMS: Did you not bring your copies that 7 you received in discovery with you today? 8 MR. KING: No, I did not. 9 MR. SIMMS: Okay. You certainly had the 10 opportunity to do so, though, correct? 11 MR. KING: If you can take that position, I 12 consider this totally unprofessional. 13 MR. SIMMS: Well, I don't have to -- 14 MR. KING: So I'm asking for -- 15 MR. SIMMS: I don't have to prepare you for the 16 deposition. 17 MR. KING: I'm asking for a standing objection 18 and I hope you'll give it to me, otherwise I'll make an 19 objection on every question. 20 MR. SIMMS: Okay. 21 MR. KING: And I would prefer not to do that. 22 MR. SIMMS: It's a pretty simple question. 23 MR. KING: No, you haven't given me the answer 24 to whether I've got a standing objection. 25 MR. SIMMS: I don't -- you can have a standing</p>	<p style="text-align: right;">Page 32</p> <p>1 Q Did H. Walker Enterprises or Renaissance Man 2 have ownership interest in poultry's, for the lack of a 3 word, Simmons' production facilities? 4 A It did not. 5 Q Are those owned by poultry or are they owned by 6 the parent, the actual facilities? 7 A The assets are under Simmons Prepared Foods. 8 Q Okay. On page 247 which is page four, the 9 agreement deals with -- now, let me make sure I understand 10 this. Poultry was not only going to produce the prepared 11 food products that was sold to Renaissance Man, which 12 Renaissance Man then sold to its customers, I guess? 13 A Uh-huh. 14 Q Poultry was also going to perform some 15 administrative functions; is that correct? 16 A That is correct. 17 Q All right. And that's set out in the agreement, 18 correct? 19 A That is correct. 20 Q And are all the administrative functions set out 21 in this paragraph two on page 247? 22 MR. PARKER: Are you talking about paragraph two 23 under section E beginning on 247 -- 24 MR. SIMMS: Yes. 25 MR. PARKER: -- and continuing on to 248?</p>
<p style="text-align: right;">Page 31</p> <p>1 objection. 2 MR. KING: Thank you. 3 Q (BY MR. SIMMS) The structure of the 4 relationship contemplated what would be done with respect 5 to food products sold within the relationship and those 6 sold outside, correct? 7 A It is my recollection in reading the -- 8 rereading the agreement again, the request was to exclude 9 business arrangements that Mr. Walker and Mr. Eisenman had 10 arrived at prior to Simmons interacting direct with 11 Renaissance Man Food Service. So they asked to carve 12 those out and leave those separate from the arrangement 13 and they specified those on page 246. 14 Q Does poultry consider the relationship that 15 began with Renaissance Man sometime in late 2009 or 2010 16 and H. Walker Enterprises here, is this a joint venture or 17 is this a partnership? 18 A I don't know that I can define the -- well, I'm 19 not a lawyer, so I don't know the legal definition of the 20 difference between the two. 21 Q Did poultry consider that it had some ownership 22 interest in Renaissance Man Food Services? 23 A I think we ultimately agreed that poultry would 24 not have an ownership interest in Renaissance Man Food 25 Service.</p>	<p style="text-align: right;">Page 33</p> <p>1 MR. SIMMS: Correct. Yes. 2 A There are administrative functions that are 3 described in paragraph two, E2, and it begins at "such 4 as", so I'm not sure of your definition of all, but it 5 does list multiple activities. 6 Q (BY MR. SIMMS) All right. One is accounting? 7 A That's correct. 8 Q Truck hiring, does that mean hiring 9 transportation to tote the product from points that it 10 needs to be toted to or from? 11 A Distribution from our warehouse to the finished 12 customer. 13 Q What was the Sysco incentive payment management? 14 A It would have been part of a volume agreement 15 between Renaissance Man and Sysco that required tracking 16 of volume and price. 17 Q Broker payment management? 18 A That would be paying our brokers based on the 19 brokerage arrangements that were set by the general 20 manager of Renaissance Man Food Service. 21 Q And when you say broker, is this referring to a 22 food broker? 23 A Yes. 24 Q So basically, Simmons was performing these 25 administrative functions because Renaissance Man -- did</p>

<p style="text-align: right;">Page 34</p> <p>1 Renaissance Man even have the capability to perform the 2 administrative functions? 3 A Prior to us assuming this, yes, they did. 4 Q Where was that being performed? 5 A That was in -- I'm trying to remember where 6 Herschel's -- Herschel's sister was doing it in -- 7 Q Savannah, Georgia? 8 A Savannah, that's correct. 9 Q With respect to the sales personnel's submission 10 of expense requests in paragraph one on the same page, 11 247, under E it says it will be reviewed and approved by 12 Mr. Staples but also Simmons; is that correct? 13 A That's correct. 14 Q And when you use the word Simmons there, we're 15 referring to poultry, correct? 16 A That's correct. 17 Q And there would be employees in the accounting 18 department at poultry that would also look at these 19 requests, correct? 20 A That's correct. 21 Q Did this agreement contemplate that H. Walker 22 Enterprises would submit certain expenses to poultry for 23 payment? 24 A I do not recall that specifically being in the 25 agreement.</p>	<p style="text-align: right;">Page 36</p> <p>1 Q And we're talking about what, nine years? 2 A Yes. 3 Q Eight years, nine. And Mr. Staples was the 4 manager of that relationship that entire time, correct? 5 A He was the manager of Renaissance Man Food 6 Service, the general manager of Renaissance Man Food 7 Service. The leader of poultry, whether it was myself and 8 Gary Murphy and then back to myself, we would -- it was 9 our responsibility to manage the relationship from a 10 Renaissance Man Food Service -- if there was an entity 11 level issue, we would deal with the CEO of Renaissance Man 12 Food Service, which is Herschel Walker. 13 Q With respect to the resolution concerning the H. 14 Walker Foods, LLC entity, was it contemplated by poultry 15 that when Mr. Staples began managing whatever the new 16 relationship was going to be, which I think we have now 17 established is according to this Exhibit 6, correct? 18 A Yes. 19 Q All right. Was it contemplated by poultry at 20 that time that Mr. Staples would create profit and loss 21 statements related to the relationship? 22 A There was when he stepped in and we would 23 continue to have balance sheet and income statements for 24 the business arrangement that Mr. Staples was responsible 25 for managing that business relation -- that business</p>
<p style="text-align: right;">Page 35</p> <p>1 Q Is that something that you addressed towards the 2 end of 2017? We're going to get to it later today, but do 3 you have a recollection of addressing that? 4 A I recall questions about what were qualified or 5 business-related expenses and what were not. 6 Q And, in fact, you quoted to an agreement in some 7 of your communications and I know we're going to go over 8 it later today, but is this what you were quoting to? 9 A Yes. 10 Q Okay. So in your mind, in poultry's mind, the 11 parameters of the relationship between poultry and H. 12 Walker Enterprises and/or Renaissance Man Food Services 13 was as what's set out in Exhibit 6? 14 A Yes. There were some modifications as we moved 15 along, but when we -- when I felt like we strayed too far 16 from this original agreement, we tried to pull back to 17 this agreement to reground ourselves to the constructs of 18 this agreement and then reset. 19 Q So the agreement or the change in relationship 20 would have either happened towards the end of 2009 or the 21 beginning of 2010 and was still in place through the end 22 of 2017, correct? 23 A That's correct. 24 Q Subject to modification over time? 25 A That's correct.</p>	<p style="text-align: right;">Page 37</p> <p>1 function. I'm trying to clarify the difference between 2 the relationship and the business function because there 3 were ongoing communications between myself or Mr. Murphy 4 and Mr. Walker. Mr. Walker is viewed as the CEO of 5 Renaissance Man Food Service. Mr. Staples was the general 6 manager who managed the day-to-day business activity of 7 Renaissance Man Food Service. 8 Q Did Mr. Staples owe an obligation or 9 responsibility to report to poultry matters related to the 10 operation of the relationship? 11 A Mr. Staples, he interacted with Simmons based on 12 products that were produced and as a general manager he 13 interacted with me as a board member of Renaissance Man 14 Food Service, but he had no specific obligation to 15 circumvent his immediate supervisor and CEO, Mr. Walker. 16 Q Did Mr. Staples, did he report directly to 17 Mr. Chip Miller? 18 A He -- Mr. Staples reported to Mr. Miller in our 19 -- in Simmons' organizational structure, but functionally 20 Mr. Staples' responsibility, job action, everything he did 21 was as a general manager of Renaissance Man Food Service. 22 MR. PARKER: Keri, we've been going about an 23 hour. 24 MR. SIMMS: Yeah. We can take a break now. 25 (Short break from 9:56 a.m. to 10:04 a.m.)</p>

<p style="text-align: right;">Page 38</p> <p>1 Q (BY MR. SIMMS) Mr. Jackson, what is Exhibit 7?</p> <p>2 (WHEREUPON, Exhibit 7 was marked for</p> <p>3 identification.)</p> <p>4 A Exhibit 7 is a form that Simmons Foods used in</p> <p>5 2009 to outline key performance metrics that were needed</p> <p>6 by employees of the company.</p> <p>7 Q Is this a parent form or is this a poultry form?</p> <p>8 A This was used in several entities in Simmons</p> <p>9 Foods.</p> <p>10 Q This one appears to be dated July the 16th,</p> <p>11 2009; is that correct?</p> <p>12 A That is what it's dated.</p> <p>13 Q And it reflects that Mr. Staples' immediate</p> <p>14 manager -- and if I say something that's not correct, you</p> <p>15 correct me, but it appears that Chip Miller is -- is Chip</p> <p>16 Miller the one that prepared this document and provided it</p> <p>17 to Mr. Staples or how would that have occurred?</p> <p>18 A The process was to have the employee put</p> <p>19 together their five to seven things they wanted to achieve</p> <p>20 that year and then they would go over that with their</p> <p>21 manager.</p> <p>22 Q And I know that Mr. Staples had not become part</p> <p>23 of the -- an employee of poultry until March of 2009. Is</p> <p>24 this procedure that's set out in this document, is it done</p> <p>25 annually and maybe his was just done because he had only</p>	<p style="text-align: right;">Page 40</p> <p>1 Q All right. Going on down in document seven, it</p> <p>2 appears that there are some -- under paragraph -- or</p> <p>3 section two, there are some targets. Do you see that?</p> <p>4 A Yes.</p> <p>5 Q Did you have involvement in setting these</p> <p>6 targets with Mr. Miller and then Mr. Miller had</p> <p>7 involvement in setting those with Mr. Staples or how did</p> <p>8 that work?</p> <p>9 A The process was for the employee, so Mr. Staples</p> <p>10 would set his targets and then cover those with</p> <p>11 Mr. Miller.</p> <p>12 Q All right. And it appears the use of these</p> <p>13 numbers here, the million and the six million, is that</p> <p>14 referring to pounds?</p> <p>15 A Number three target is net \$1 million the first</p> <p>16 year and number five is six million pounds the first year.</p> <p>17 Q So the number in three is a pure dollar number</p> <p>18 and then five deals with the poundage of products sold; is</p> <p>19 that correct?</p> <p>20 A That is correct.</p> <p>21 Q At then item three, the first topic there is</p> <p>22 quarterly sales meetings in Siloam Springs, correct?</p> <p>23 A That is correct.</p> <p>24 Q Was there an issue related to Mike Rogers and</p> <p>25 the operation of the Walker Foods, LLC entity in not</p>
<p style="text-align: right;">Page 39</p> <p>1 started to work in March or can you explain to me how that</p> <p>2 would have taken place?</p> <p>3 A To my recollection, it was a new procedure that</p> <p>4 we were rolling out in 2009 and it was asked to be done</p> <p>5 with everyone.</p> <p>6 Q Including Mr. Staples?</p> <p>7 A It was asked to be done with everyone, so</p> <p>8 Mr. Miller must have done it with Mr. Staples.</p> <p>9 Q If you will follow along with me, the first</p> <p>10 paragraph there uses the word transition. Is that the</p> <p>11 transition you were talking about earlier or is this more</p> <p>12 just specific related to the items that are referenced in</p> <p>13 the transition?</p> <p>14 A These are items inside of the -- these are item</p> <p>15 activity that -- items that were sold by Renaissance Man</p> <p>16 Food Service to Sysco and Mr. Staples had began a project</p> <p>17 of transitioning those from a Famous 34 brand to a Sysco</p> <p>18 Classic brand.</p> <p>19 Q Did poultry have an understanding as to who</p> <p>20 owned the rights to the Famous 34 brand?</p> <p>21 A Let me refer to this agreement.</p> <p>22 Q In fact, you probably ought to leave that</p> <p>23 agreement on the table throughout the day.</p> <p>24 A I will. I seem to recall that Mr. Walker</p> <p>25 retained ownership of Famous 34.</p>	<p style="text-align: right;">Page 41</p> <p>1 having adequate sales meetings?</p> <p>2 A I do not recall an issue of not having adequate</p> <p>3 sales meetings.</p> <p>4 Q Item two is monthly P&amp;L statements reflecting</p> <p>5 all sales and then it's got the word needed. Was there an</p> <p>6 issue with the Mike Rogers run Walker Foods, LLC of not</p> <p>7 having proper P&amp;L statements on a monthly basis?</p> <p>8 A There was some disorganization in the Walker</p> <p>9 Foods information.</p> <p>10 Q And the reason I ask that was to me the word</p> <p>11 needed indicates that there's been something lacking.</p> <p>12 A That is correct.</p> <p>13 Q Would poultry agree with what I just said?</p> <p>14 A I would agree that it was not as we had -- as we</p> <p>15 aspired it to be.</p> <p>16 Q All right. Where are Mr. Staples' evaluations</p> <p>17 for the years 2010 through 2017?</p> <p>18 A They did not occur.</p> <p>19 Q Why not?</p> <p>20 MR. PARKER: I just want to object to the extent</p> <p>21 you're trying to characterize Exhibit 7, a document wholly</p> <p>22 created by Mr. Staples, as a performance evaluation.</p> <p>23 Q (BY MR. SIMMS) Well, let me back up. Was it</p> <p>24 poultry's rule to have annual evaluations of employees</p> <p>25 such as Mr. Staples?</p>

<p style="text-align: right;">Page 42</p> <p>1 A It was not.</p> <p>2 Q Why not?</p> <p>3 A That was -- this performance management five to</p> <p>4 seven was started in 2009, but it was an effort that did</p> <p>5 not take hold throughout the company. Individual managers</p> <p>6 continued it in places, others did not, but ultimately the</p> <p>7 performance of Mr. Staples, so there would be a -- this</p> <p>8 performance management structure would have required a</p> <p>9 follow-up in -- throughout 2009 where our -- whereas, an</p> <p>10 employee proceeding along their targets and goals and Mr.</p> <p>11 Staples really needed to do that with Mr. Walker, not with</p> <p>12 Mr. Miller. And these five to seven must dos are</p> <p>13 activities that are all within Renaissance Man Food</p> <p>14 Service. They are not Simmons activities, they're</p> <p>15 Renaissance Man Food Service activities.</p> <p>16 Q The relationship between poultry and H. Walker</p> <p>17 Enterprises and/or Renaissance Man Food Services, from</p> <p>18 poultry's standpoint, how did poultry evaluate</p> <p>19 Mr. Staples' performance in managing that relationship?</p> <p>20 A Poultry did not evaluate Mr. Staples'</p> <p>21 performance in managing the relationship because his</p> <p>22 function -- Mr. Staples' function was to manage the</p> <p>23 business activities of Renaissance Man Food Service.</p> <p>24 Q Was he like a special employee?</p> <p>25 A I'm not sure of your definition of special.</p>	<p style="text-align: right;">Page 44</p> <p>1 where they -- Sysco then sells to -- typically sells to</p> <p>2 small chain or non-chain accounts like this restaurant.</p> <p>3 That is a different sales activity than what Simmons Foods</p> <p>4 is -- Simmons Prepared Foods is structured for and so</p> <p>5 Renaissance Man Food Service and Walker Foods really</p> <p>6 focused on selling that sales channel which is a set of</p> <p>7 customers that Simmons Foods on its own did not sell to.</p> <p>8 Q In essence, poultry acquired a customer that it</p> <p>9 could sell its prepared or finished products to?</p> <p>10 A Renaissance Man Food Service is a customer of</p> <p>11 Simmons Prepared Foods.</p> <p>12 Q Have you been able to review Exhibit 8?</p> <p>13 (WHEREUPON, Exhibit 8 was marked for</p> <p>14 identification.)</p> <p>15 A I have.</p> <p>16 Q What is this document?</p> <p>17 A It is a personal action form used by Simmons</p> <p>18 Foods and their entities to make a change to many areas of</p> <p>19 someone's employment agreement or employment status.</p> <p>20 Q This concerned change to Mr. Staples' employment</p> <p>21 status with Simmons or poultry, correct?</p> <p>22 A It does.</p> <p>23 Q Who filled this out?</p> <p>24 A Ms. Linda Ross, I believe.</p> <p>25 Q Did she date it December 29, 2017?</p>
<p style="text-align: right;">Page 43</p> <p>1 Q Did poultry have other joint ventures or</p> <p>2 partnerships similar to the one with H. Walker Enterprises</p> <p>3 and/or Renaissance Man Food Services that an employee of</p> <p>4 poultry managed like Mr. Staples was doing?</p> <p>5 A Simmons Prepared Foods had multiple employees</p> <p>6 that were employed by Simmons and loaned to Renaissance</p> <p>7 Man Food Service and that was the only entity that that</p> <p>8 occurred in.</p> <p>9 Q H. Walker Enterprises or Renaissance Man Food</p> <p>10 Services pursuant to the agreement that is Exhibit</p> <p>11 Number what?</p> <p>12 MR. PARKER: Six.</p> <p>13 A Six. And other -- there were other employees</p> <p>14 that were added to or removed from Renaissance Man Food</p> <p>15 Service that were other entities that were paid through</p> <p>16 Simmons Foods, but Simmons Foods was merely a vehicle to</p> <p>17 provide benefits and payroll to Renaissance Man Food</p> <p>18 Service.</p> <p>19 Q (BY MR. SIMMS) What was the purpose in poultry</p> <p>20 entering into this relationship with H. Walker Enterprises</p> <p>21 or Renaissance Man Food Services, what was the incentive</p> <p>22 for poultry?</p> <p>23 A There is a selling channel in the food business</p> <p>24 called distributive sales where you sell to the</p> <p>25 distributive side of Sysco as this agreement contemplated</p>	<p style="text-align: right;">Page 45</p> <p>1 A She did.</p> <p>2 Q And she indicates that the reason for Mr.</p> <p>3 Staples' termination from poultry is job performance, did</p> <p>4 she not?</p> <p>5 A She did.</p> <p>6 Q Had there been any progressive discipline</p> <p>7 concerning Mr. Staples up to December 29, 2017 that's</p> <p>8 documented by poultry related to his job performance?</p> <p>9 A There was not, no.</p> <p>10 Q Is this a mistake?</p> <p>11 A It is not.</p> <p>12 Q Why not?</p> <p>13 A I'm not sure I understand your question.</p> <p>14 Q Well, didn't poultry tell the State of Arkansas</p> <p>15 unemployment department that Mr. Staples was terminated</p> <p>16 because the business or the company was moving in a</p> <p>17 different direction?</p> <p>18 MR. PARKER: I'm going to object to the</p> <p>19 characterization to the company's response. It's my</p> <p>20 understanding the company did not contest or respond to</p> <p>21 Mr. Staples' claim for unemployment benefits.</p> <p>22 Q (BY MR. SIMMS) Why don't you tell me what is</p> <p>23 poultry's position as to why Mr. Staples was terminated?</p> <p>24 A Mr. Staples was terminated because he was no</p> <p>25 longer needed by -- he had lost the trust of Mr. Walker,</p>

<p style="text-align: right;">Page 46</p> <p>1 the CEO of Renaissance Man Food Service, to perform his 2 sole job function which was to act as general manager of 3 Renaissance Man Food Service. When he lost that position 4 and that responsibility, he also lost his role that was 5 being funded by Simmons Foods -- or paid through Simmons 6 Foods but funded by Renaissance Man Food Service. 7 Q Did poultry agree with the assessment that was 8 made to it by Mr. Walker concerning the so-called loss of 9 trust concerning Mr. Staples? 10 A Yes. 11 Q And when was that done? 12 A At a board meeting in mid-December in Atlanta, a 13 Renaissance Man Food Service board meeting. 14 Q And Ms. Blanchard was present? 15 A Yes, Ms. Blanchard was present. 16 Q And when you got there, what capacity did you 17 understand Ms. Blanchard was attending that board meeting 18 in? 19 A I never asked what capacity she attended the 20 board meeting in. 21 Q Did poultry know on that occasion that 22 Ms. Blanchard was an employee of H. Walker Enterprises? 23 A I had been -- I had been told by Mr. Staples 24 that Ms. Blanchard had business cards with H. Walker 25 Enterprises on them, yes.</p>	<p style="text-align: right;">Page 48</p> <p>1 majority owner of -- as the sole owner of the entity, I 2 saw no reason to object to him bringing her along. 3 Q Going back to the, I think you called it the 4 five to seven evaluation document? 5 A Yes. 6 MR. PARKER: For the record, it's Exhibit 7. 7 MR. KING: Since you made -- identified it, what 8 was the Simmons number on Exhibit 8? 9 THE WITNESS: Eight is 32. 10 MR. KING: Thank you. 11 Q (BY MR. SIMMS) We discussed earlier the need to 12 prepare P&amp;Ls monthly related to the relationship, correct? 13 A Related to the business entity of Renaissance 14 Man Food Service, yes. 15 Q And from poultry's standpoint, why was it 16 important to have monthly P&amp;L statements? 17 A Because to manage a business you have to know 18 what your income and what your expenses are and what your 19 revenue is and what the difference is. 20 Q And if you do it on a monthly basis with respect 21 to expenses, if the P&amp;L for one month shows an expense 22 compared to the next month, you can make comparisons, 23 correct? 24 A I would agree with that, yes. 25 Q And a person in a management position sees the</p>
<p style="text-align: right;">Page 47</p> <p>1 Q Was poultry aware that Mrs. Blanchard was a 2 co-owner of the food broker for poultry or the Renaissance 3 Man with Mrs. Staples? 4 A I was aware that there was a brokerage firm that 5 was created that Mrs. Staples and Ms. Blanchard were 6 equity owners in. 7 Q Was poultry aware at that meeting in Atlanta 8 that Mr. Eisenman was an attorney of Mrs. Staples? 9 MR. KING: Objection. 10 A Poultry, nor I, was privy to attorney-client 11 relationships outside of the ones that we directly 12 interacted with. 13 Q (BY MR. SIMMS) Did poultry through you register 14 any objection to Mrs. Blanchard participating in the board 15 meeting on 12/12/17? 16 A No. 17 Q Why not? 18 A Why would I? 19 Q Well, if she's acting as an employee of H. 20 Walker Enterprises or a representative of the food broker, 21 did you see a conflict in discussing the relationship? 22 A From poultry's perspective and my perspective, 23 she was and is Herschel's significant other, girlfriend, 24 fiancé and, therefore, was in Herschel's judgment, it was 25 appropriate for her to be there alongside him and as the</p>	<p style="text-align: right;">Page 49</p> <p>1 changes, could then begin inquiring why there was a 2 decrease or increase, you agree? 3 A I agree. 4 Q And at some point in December of 2017 or late 5 November of 2017, did Mr. Walker instruct you to not allow 6 Mr. Staples to have access to P&amp;Ls anymore concerning this 7 relationship? 8 A Mr. Walker requested that information -- that 9 Mr. Staples be removed from information or reports that 10 were being sent, yes. 11 Q And was that request by Mr. Walker prior to the, 12 you called it the board meeting on December the 12th, 13 2017? 14 A Yes, sir. 15 Q And what was yours or poultry's response to that 16 request by Mr. Walker? 17 A My response was I strongly advocated that as a 18 board member that we not withhold that information from 19 Mr. Staples, that either he is the general manager and he 20 has all the information he needs to have to continue to be 21 the general manager or we need to deal with things 22 otherwise. 23 Q Did Mr. Walker indicate to you at any time, 24 inclusive of the board meeting on December the 12th, 2017, 25 as to why, what his motive was in requesting that Mr.</p>

<p style="text-align: right;">Page 50</p> <p>1 Staples not be provided access to the P&amp;L statements 2 anymore?</p> <p>3 A I did not inquire from Mr. Walker why. I had 4 heard Mr. Staples tell stories and events from his 5 perception of his side of the relationship between he and 6 Mr. Walker, so I was aware of Mr. Staples' version of 7 events.</p> <p>8 Q What was Mr. Staples' version of events?</p> <p>9 A Mr. Staples presented to me that he -- he 10 believed that Ms. Blanchard -- there was a greater 11 conspiracy that food was going to be sold outside of 12 Renaissance Man Food Service and it would be sold directly 13 through H. Walker Enterprises and by doing so the 14 relationship that Simmons Foods had in the business that 15 John was managing would -- could be evaporated or closed 16 up because the food sales would move to another entity.</p> <p>17 Q And if Mr. Staples was policing expenses related 18 to that event, that could be reflected in a change in the 19 P&amp;L statements, correct?</p> <p>20 A What event are you talking about?</p> <p>21 Q If H. Walker Enterprises intended to sell food 22 products and not share the revenue from those sales with 23 poultry but expensed the cost of doing that to poultry, 24 that could be reflected in the P&amp;L statement, correct?</p> <p>25 MR. PARKER: Are you asking if it would affect</p>	<p style="text-align: right;">Page 52</p> <p>1 was to sell product to Renaissance Man Food Service. 2 Q But poultry also expected to participate in net 3 profit from the relationship, correct?</p> <p>4 A Simmons Prepared Foods did share in the profit 5 at the end of the year or through the year of Renaissance 6 Man Food Service of which John was the general manager.</p> <p>7 Q And if food products were sold through a 8 carveout and the expenses were processed through the 9 relationship, would that not adversely affect Simmons' 10 participation in net profits?</p> <p>11 A It would impact the profit sharing of Simmons 12 Prepared Foods.</p> <p>13 Q And as a business, poultry would have expected 14 Mr. Staples, if that was occurring, to bring that to the 15 attention of poultry, correct?</p> <p>16 A As a business with Simmons Prepared Foods acting 17 as a contractor for the accounting, Simmons Foods would 18 have seen that activity independent of Mr. Staples.</p> <p>19 Q And, in fact, did Carmen Seal see that in this 20 case?</p> <p>21 A Yes, Ms. Seal did see that.</p> <p>22 Q And do you know if she called Mr. Staples about 23 it?</p> <p>24 A She saw something that was different and so she 25 called Mr. Staples as the general manager asking about an</p>
<p style="text-align: right;">Page 51</p> <p>1 the overall profitability of the venture?</p> <p>2 Q (BY MR. SIMMS) No, the P&amp;L statement. The 3 question is about the P&amp;L statement.</p> <p>4 A I want to be -- I need to clarify, no expenses 5 were made to poultry. All the expenses were held within 6 Renaissance Man Food Service. That is a separate business 7 entity, it has its own P&amp;L, it has its own balance sheet 8 and all of that is managed independent of Simmons Foods. 9 That is a completely different organization. Simmons 10 merely acted as the accountant or as the business office 11 function no different than were you to hire an uninvolved 12 third party to perform those business functions.</p> <p>13 Q Going back to late 2009 or early 2010, the 14 memorandum of understanding agreement, did poultry have an 15 understanding as to what H. Walker Enterprises, LLC's 16 source of revenue were?</p> <p>17 A Other than the carveouts that were contemplated 18 in here, poultry did not have a full scope of 19 understanding of the --</p> <p>20 Q And with respect to the carveouts, was poultry 21 going to expense the cost of selling food items through 22 the carveouts under this relationship?</p> <p>23 A Again, poultry didn't do anything other than 24 sell product to H. Walker -- Renaissance Man Food Service. 25 Poultry -- Simmons Foods' sole function as Simmons Foods</p>	<p style="text-align: right;">Page 53</p> <p>1 expense that was not normal.</p> <p>2 Q What was the expense related to?</p> <p>3 A Promotional material, I believe, in regards to 4 some waffles that were being sold.</p> <p>5 Q I read somewhere where you were asked about Mr. 6 Staples' application for unemployment compensation in 7 Arkansas?</p> <p>8 A Yes.</p> <p>9 Q Do you recall that?</p> <p>10 A I do recall that.</p> <p>11 Q And you indicated to -- who -- was that Ms. Ross 12 that made that communication to you or who was it?</p> <p>13 A It was someone within our HR department, human 14 resource department. I do not recall which -- which 15 person received the filing.</p> <p>16 Q And did you instruct those persons not to 17 contest the request by Mr. Staples?</p> <p>18 A After conferring with another individual within 19 our HR department, yes, I did -- I did instruct them to 20 not spend the additional resources to contest.</p> <p>21 Q Have you seen the document or documented 22 response by poultry to the Arkansas Department of 23 Unemployment Compensation?</p> <p>24 A I do not recall seeing that document.</p> <p>25 Q The March 6, 2009 employment letter, Mr. Staples</p>

<p style="text-align: right;">Page 54</p> <p>1 faxed that back to poultry in Arkansas; is that correct?</p> <p>2 MR. PARKER: I think the witness already</p> <p>3 testified he didn't know if the letter was faxed back or</p> <p>4 not.</p> <p>5 A The fax sheet, the cover fax sheet indicates</p> <p>6 that, yes, it was sent to Veronica and Linda Ross in</p> <p>7 Arkansas.</p> <p>8 Q (BY MR. SIMMS) And poultry accepted that signed</p> <p>9 letter and made the acceptance in Arkansas; is that</p> <p>10 correct?</p> <p>11 A Poultry received the fax in Arkansas. I'm not</p> <p>12 sure to the legal designation of where it was accepted.</p> <p>13 Q And then poultry went about making a resolution</p> <p>14 to terminate Mr. Rogers and employ Mr. Staples, correct?</p> <p>15 A Walker Foods make the resolution codifying the</p> <p>16 termination of Mr. Rogers. The actual termination of</p> <p>17 Mr. Rogers had happened prior to that.</p> <p>18 Q But it was contemplated by poultry that</p> <p>19 Mr. Staples after he had sent in his contract letter on</p> <p>20 March 6, 2009, he would be employed in the state of</p> <p>21 Arkansas?</p> <p>22 MR. PARKER: Object to the characterization of</p> <p>23 Mr. Staples' offer letter as a contract. You can answer.</p> <p>24 A It was Simmons Foods' understanding that Mr.</p> <p>25 Staples would be an employee in Arkansas.</p>	<p style="text-align: right;">Page 56</p> <p>1 A I don't know how you define big.</p> <p>2 Q All right. Here's where I'm going. Is it</p> <p>3 poultry's position to not have signed documents?</p> <p>4 A The desire is to have a signed document, but</p> <p>5 they don't always get signed, no, sir.</p> <p>6 Q And that's a course of dealing by poultry,</p> <p>7 correct?</p> <p>8 A That would be a course of dealing by -- that's</p> <p>9 just been my experience, yes.</p> <p>10 Q Inclusive of the agreement with H. Walker</p> <p>11 Enterprises and Renaissance Man?</p> <p>12 A The signed -- the agreement did not get signed</p> <p>13 with H. Walker Enterprises and Renaissance Man.</p> <p>14 MR. SIMMS: Hey, are we going to take a break</p> <p>15 for lunch? Can we get something to eat here if we do?</p> <p>16 I'm just asking.</p> <p>17 MR. PARKER: I don't think here, but there's</p> <p>18 other restaurants nearby. They're closed today.</p> <p>19 Q (BY MR. SIMMS) I'm going to need to eat.</p> <p>20 What is Exhibit 9?</p> <p>21 (WHEREUPON, Exhibit 9 was marked for</p> <p>22 identification.)</p> <p>23 MR. KING: What number is that?</p> <p>24 MR. PARKER: Nine.</p> <p>25 MR. KING: And the Simmons number is?</p>
<p style="text-align: right;">Page 55</p> <p>1 Q (BY MR. SIMMS) And he was allowed to work from</p> <p>2 home until the transition back to moving back to Arkansas,</p> <p>3 correct?</p> <p>4 A I don't recall, but I would -- he began before</p> <p>5 he moved, so he would have to -- logically, he would have</p> <p>6 to work from home for a bit.</p> <p>7 Q That was okay by poultry?</p> <p>8 A That was -- again, Simmons Foods did not manage</p> <p>9 the direct day to day activities of Mr. Staples so that</p> <p>10 was okay from Mr. Walker so that was okay -- that was</p> <p>11 okay.</p> <p>12 Q Poultry considered the March 6, 2009 letter to</p> <p>13 be an offer of employment to Mr. Staples, did it not?</p> <p>14 A Yes, it was an offer of employment.</p> <p>15 Q And when Mr. Staples sent it back in, that was</p> <p>16 his acceptance of it, correct?</p> <p>17 A That's my understanding how that works, yes.</p> <p>18 Q And then he was employed by Simmons beginning in</p> <p>19 March of 2009 until the end of December of 2017, correct?</p> <p>20 A That is correct.</p> <p>21 Q Did Mr. Staples fill out an application for</p> <p>22 employment with Simmons?</p> <p>23 A The normal process would be for him to fill one</p> <p>24 out. I don't recall seeing one.</p> <p>25 Q Poultry, that's a big corporation, isn't it?</p>	<p style="text-align: right;">Page 57</p> <p>1 MR. PARKER: 40. The question he's asked is</p> <p>2 what is that document?</p> <p>3 A It appears to be a document from the Arkansas</p> <p>4 unemployment office.</p> <p>5 Q (BY MR. SIMMS) And was this a document that</p> <p>6 poultry or it's got Simmons Prepared Foods, Inc. up there,</p> <p>7 is this a document that poultry received from the Arkansas</p> <p>8 Department of Unemployment?</p> <p>9 A It appears to be, yes.</p> <p>10 Q And would this have been a document that poultry</p> <p>11 prepared and sent back to that department?</p> <p>12 A Yes.</p> <p>13 Q And it indicates the date that Mr. Simmons was</p> <p>14 -- when Mr. Staples was last employed was December 28,</p> <p>15 2017, correct?</p> <p>16 A That's correct.</p> <p>17 Q And it indicates that he was a full-time</p> <p>18 employee?</p> <p>19 A It does.</p> <p>20 Q And it indicates that he's not separating, he's</p> <p>21 been discharged, correct?</p> <p>22 A That is correct.</p> <p>23 Q And the reason for separation or discharge says</p> <p>24 general; is that correct?</p> <p>25 A That is correct.</p>

<p style="text-align: right;">Page 58</p> <p>1 Q Why not job performance?</p> <p>2 A I am not aware of who within Simmons Prepared</p> <p>3 Foods filled this out, so I can't answer that, why they</p> <p>4 chose general.</p> <p>5 Q Did poultry ever learn that Mr. Staples had not</p> <p>6 accepted either plan A or plan B that was discussed during</p> <p>7 the board meeting of December the 12th, 2017?</p> <p>8 A Yes, I was informed of that.</p> <p>9 Q When did poultry learn that?</p> <p>10 A It would have been mid -- early to mid January,</p> <p>11 within the first two weeks of January.</p> <p>12 Q And what was the source of poultry learning</p> <p>13 that?</p> <p>14 A Mr. Walker.</p> <p>15 Q Tell me specifically what Mr. Walker said.</p> <p>16 A Mr. Walker said he had offered a severance</p> <p>17 agreement, discussed it with Mr. Staples. Mr. Staples had</p> <p>18 asked -- negotiated and agreed upon a separation</p> <p>19 compensation. Mr. Walker had proceeded to have it</p> <p>20 documented and then Mr. Staples was -- had gone silent and</p> <p>21 refused to communicate with Mr. Walker, and then</p> <p>22 Mr. Walker had given Mr. Staples additional time and then</p> <p>23 finally had set a deadline that if he hadn't heard back</p> <p>24 from him that he would withdraw that offer of severance.</p> <p>25 Q What date did poultry cut off Mr. Staples'</p>	<p style="text-align: right;">Page 60</p> <p>1 MR. KING: Object to the characterization of</p> <p>2 employment of a consultant.</p> <p>3 A I do not believe that I was aware that there was</p> <p>4 a consulting arrangement with Mr. Staples and DSM.</p> <p>5 Q (BY MR. SIMMS) Was Mrs. Staples' ownership</p> <p>6 interest in DSM3 or the broker at the time, was the effect</p> <p>7 the termination of Mr. Staples would have on her ownership</p> <p>8 interest in that entity discussed at that board meeting?</p> <p>9 A I'm trying to recall. I don't recall the</p> <p>10 ownership -- let me think through. The ownership was --</p> <p>11 the ownership structure was discussed at the board</p> <p>12 meeting. I don't recall the effect of that ownership</p> <p>13 structure. I know part of the -- I do recall that part of</p> <p>14 the separation agreement offer would be to come to an</p> <p>15 arrangement with Mr. Staples on how that would go on from</p> <p>16 an ongoing standpoint.</p> <p>17 Q During the board meeting on the 12th of</p> <p>18 December, 2017, was Mrs. Staples' employment by DSM3, the</p> <p>19 broker, discussed and what effect the termination of Mr.</p> <p>20 Staples would have on her employment status with that</p> <p>21 entity?</p> <p>22 A I was not aware that Mrs. Staples was an</p> <p>23 employee of DSM. I knew she was an equity owner,</p> <p>24 owner/operator, but Simmons was unaware of her employment</p> <p>25 status, so to speak.</p>
<p style="text-align: right;">Page 59</p> <p>1 access to poultry's e-mail system?</p> <p>2 A Our policy would be the date of separation.</p> <p>3 Q And according to this document here that we just</p> <p>4 looked at, the date of separation was the 28th of</p> <p>5 December, 2017?</p> <p>6 A That is correct.</p> <p>7 Q Is that the date that his access, being Mr.</p> <p>8 Staples, was cut off e-mail-wise?</p> <p>9 A That would be our normal policy and that is my</p> <p>10 belief, yes.</p> <p>11 Q That's your recollection?</p> <p>12 A That is my belief and recollection, yes, sir.</p> <p>13 Q So would you agree with me that poultry cut off</p> <p>14 Mr. Staples' access to poultry's e-mail system before Mr.</p> <p>15 Staples had agreed to either plan A or plan B that was</p> <p>16 discussed at the board meeting on December the 12th, 2017?</p> <p>17 A I would disagree because at that point of time</p> <p>18 it is my recollection that Mr. Walker had informed me that</p> <p>19 he and Mr. Staples had come to an agreement and that they</p> <p>20 were getting it papered to be finalized.</p> <p>21 Q When you were at the board meeting on the 12th</p> <p>22 of December, 2017, and we're going to get into the</p> <p>23 specifics later today, but was it discussed what legal</p> <p>24 effect the termination of Mr. Staples would have on his</p> <p>25 employment by DSM3 or the broker as a consultant?</p>	<p style="text-align: right;">Page 61</p> <p>1 Q Well, wasn't poultry aware of her employment</p> <p>2 status by interacting with her related to the function it</p> <p>3 was performing as the administrative functions of</p> <p>4 processing the brokerage?</p> <p>5 A Well, we were aware that she was an</p> <p>6 owner/operator. I was unaware of how she -- her</p> <p>7 employment status because I knew that she owned -- she had</p> <p>8 equity ownership in it and she was active in the</p> <p>9 day-to-day business activity, but I don't know -- didn't</p> <p>10 know whether that was as an owner or what that arrangement</p> <p>11 was.</p> <p>12 Q And there was no discussion in the board meeting</p> <p>13 about the effect terminating Mr. Staples would have on</p> <p>14 Mrs. Staples' equity interest in the brokerage; is that</p> <p>15 what you're telling me?</p> <p>16 A There was discussion about the brokerage -- I'm</p> <p>17 trying to recall correctly. There was discussion about</p> <p>18 the brokerage entity and there was discussion about what</p> <p>19 ongoing broker that we would use post that separation, we</p> <p>20 being Renaissance Man Food Service.</p> <p>21 Q Was Blair Staples' employment by poultry</p> <p>22 discussed in the December 12, 2017 meeting and what effect</p> <p>23 the termination of Mr. Staples may have on Blair Staples'</p> <p>24 employment by poultry?</p> <p>25 A The entirety of DSM's business activities was</p>

<p style="text-align: right;">Page 62</p> <p>1 not discussed in the board meeting to my recollection.  2 Blair Staples was hired at John Staples' request by  3 Simmons Foods and lent to DSM and then DSM funded Blair  4 Staples' expenses very identical to how John Staples was  5 employed, but as a supplier to Renaissance Man and as a  6 board member of Renaissance Man Food Service, I was not  7 privy to the business functions of DSM, their sources of  8 revenue and their ability to cover expenses.  9 Q Had Simmons taken progressive discipline towards  10 Blair Staples prior to the end of December 2017 for any  11 reason?  12 A Simmons Foods did not directly manage Blair  13 Staples other than be a vehicle for her -- to provide her  14 benefits.  15 Q Had not disciplined her in any way?  16 A Simmons was not in a position to discipline her.  17 She was managed by her -- by DSM, whoever the managers  18 were of DSM.  19 Q Same question with respect to Mrs. Staples, had  20 poultry expressed to anyone inclusive of Mr. Walker or H.  21 Walker Enterprises or Renaissance Man Food Services any  22 displeasure or discipline that needed to be taken with  23 respect to Ms. Kim Staples?  24 A Simmons Prepared Foods had no interaction with  25 Ms. Kim Staples. Ms. Kim Staples worked solely within the</p>	<p style="text-align: right;">Page 64</p> <p>1 A There is a -- I read the transcript of that  2 agreement. I do not recall the exact length. I do recall  3 in the meeting that we would -- the plan was to retain  4 John as a consultant for a year.  5 Q Do you know if the actual agreement that was  6 drafted by Mr. Eisenman changed that to a period other  7 than a year?  8 A I do not recall whether that changed or not.  9 Q Is it your understanding that there was a plan A  10 and a plan B discussed concerning the termination of Mr.  11 Staples and the effect that that would have on his  12 consulting with DSM3, Mrs. Staples' equity and employment  13 status with DSM3 and then Blair Staples' employment with  14 Simmons during the December 12, 2017 board meeting?  15 A In the board meeting what was discussed was the  16 decision was made to terminate Mr. Staples' employment and  17 subsequent to that the decision was made to give notice to  18 DSM that they would give the required notice period, that  19 they would no longer be used as the broker for Renaissance  20 Man Food Service and that that was the extent of other  21 impact. Because again, I had no -- I was not privy to the  22 revenue sources or expenses of DSM, that entity was  23 outside of anything that Simmons Foods was privy to.  24 Q I guess my question really dealt with why is  25 there a plan A and a plan B?</p>
<p style="text-align: right;">Page 63</p> <p>1 relationship of Renaissance Man Food Service and DSM.  2 Q During the board meeting on December the 12th,  3 was it discussed that as part of Mr. Staples' termination  4 that a release from liability for Simmons and/or H. Walker  5 Enterprises and/or Renaissance Man Food Services would  6 need to be obtained from Ms. Kim Staples with respect to  7 her equity ownership in DSM3 and/or her employment status  8 with DSM3?  9 A I do not recall any release of liability from  10 Mrs. Kim Staples to Simmons Foods or Simmons Prepared  11 Foods because there was no relationship between Mrs. Kim  12 Staples and Simmons Foods and Simmons Prepared Foods.  13 Q Same question with respect to obtaining a  14 release from Ms. Blair Staples, was that discussed?  15 A I do not recall any release being discussed with  16 Ms. Blair Staples.  17 Q What about with respect to Mr. Staples?  18 A As the general manager, so as a senior level  19 manager within an entity, there was discussion that it is  20 desirable to fund a separation agreement and with that  21 have a noncompete, non-disparagement and a liability  22 release for such separation payment.  23 Q Do you know if -- what was discussed with Mr.  24 Staples on December the 27th by Mr. Eisenman and/or  25 Mr. Walker, what the length of the noncompete would be?</p>	<p style="text-align: right;">Page 65</p> <p>1 A Plan A was to -- which is our desired way for it  2 to progress. The plan A was to offer Mr. Staples a  3 severance, negotiate something that was workable for both  4 parties and then separate voluntarily where both could --  5 we could sign releases and Mr. Staples could pursue other  6 employment, you know, by -- or pursue his career outside  7 of Renaissance Man Food Service. Plan B was if he refused  8 to do that, then it was how it -- what would the -- what  9 action would need to be taken by Renaissance Man Food  10 Service to complete that separation.  11 Q So plan A was contingent on Mr. Staples'  12 cooperation and plan B was not?  13 A Plan A was finding a -- negotiating an agreeable  14 separation, plan B was a termination without a separation  15 agreement.  16 Q And again, was the difference between plan A and  17 plan B contingent on Mr. Staples's cooperation with plan  18 A?  19 A It would be his successful negotiation with  20 Mr. Walker.  21 Q Was it dependent or contingent on him  22 cooperating with the terms of plan A?  23 A The terms of plan A were left open to be  24 negotiated between Mr. Staples and Mr. Walker. So I don't  25 agree with the word cooperation because they were -- the</p>

<p style="text-align: right;">Page 66</p> <p>1 terms were not hard fast. They were, in general, from  2 leaving the board meeting, they were left in the hands of  3 Mr. Walker to negotiate with Mr. Staples.  4 Q You received a memorandum prepared by  5 Mr. Eisenman that set out what was discussed concerning  6 plan A and plan B, correct?  7 A I did, yes.  8 Q And you received that in your capacity and  9 president or COO of poultry, correct?  10 A I did as a board member of Renaissance Man Food  11 Service.  12 Q And as also your capacity as an employee of  13 poultry?  14 A I was -- I served on that board as a -- because  15 of my capacity in poultry.  16 Q And you received that on when, December the 21st  17 of 2017?  18 A That sounds about right.  19 Q And you knew from reading it that the  20 cooperation was the contingent part between plan A and  21 plan B, correct?  22 A The agreement by Mr. Staples that he had arrived  23 at some arrangement that he could accept, yes, is the  24 difference.  25 Q But on December 21, 2017, Mr. Staples hadn't</p>	<p style="text-align: right;">Page 68</p> <p>1 Q You would agree with me that part of the plan A  2 to seek Mr. Staples' cooperation tied in what to do with  3 respect to Mrs. Kim Staples and what to do with respect to  4 Mrs. Blair Staples, correct?  5 A I'm trying to recall. The transcript that was  6 discussed, I don't recall whether that was in  7 Mr. Eisenman's proposal or not, but from Simmons Foods and  8 from my perspective as a board member of Renaissance Man,  9 the focus was Mr. John Staples.  10 Q Poultry did not even have the transcript of the  11 December 27th meeting with Mr. Staples until this lawsuit  12 -- until after this lawsuit was filed, correct?  13 A That's correct.  14 Q The knowledge of poultry is what you had from  15 the December 12th meeting and then what you got in the  16 proposal that was prepared by Mr. Eisenman?  17 A That's correct.  18 Q Okay. So my question doesn't deal with what you  19 read in the transcript.  20 A Okay.  21 Q I want to know what the knowledge of poultry was  22 from the December 12th meeting and/or receiving the  23 communication where Mr. Eisenman has memorialized plan A  24 and plan B, okay?  25 A Okay.</p>
<p style="text-align: right;">Page 67</p> <p>1 even been made aware that he was being terminated yet, had  2 he?  3 A He had not.  4 Q And Mr. Eisenman uses the words in that  5 agreement, you looked at it, cooperation, correct?  6 A I don't recall the specific word that he used.  7 Q If Mr. Staples was an at-will employee of  8 poultry, why was his cooperation needed for anything?  9 A The asked at the board meeting was to separate  10 without contention so that we can come to an arrangement  11 and move forward without that separation resulting in  12 litigation such as the reason we are here as they  13 sometimes do when you have individuals who are  14 contentious. And that -- so what I advocated for as a  15 manager over many individuals that it would be in all of  16 our best interest to find an arrangement that Mr. Staples  17 could feel good about, good enough about that he would  18 sign a release.  19 Q And not only avoid litigation related to Mr.  20 Staples' termination of his employment relationship, but  21 litigation related to the interest of Mrs. Staples as an  22 equity owner of the broker and her employment with the  23 broker, correct?  24 A My focus, sole focus, was on Mr. Staples'  25 arrangement with Renaissance Man Food Service.</p>	<p style="text-align: right;">Page 69</p> <p>1 Q You would agree with me that plan A dealt with  2 the cooperation by Mr. Staples and it tied in the equity  3 -- the equity ownership and the employment status of  4 Mrs. Kim Staples with the broker, DSM3, correct?  5 A Do you have a copy of that?  6 Q We can go over it later.  7 A Okay.  8 Q You don't have a specific recollection without  9 looking at the document?  10 A I do not.  11 Q So as you sit here today, in order to recall  12 exactly what took place during the board meeting on  13 December the 12th, 2017, you'll have to read  14 Mr. Eisenman's proposal?  15 MR. KING: Objection, mischaracterizes  16 testimony. You've already been through what he remembers  17 of the meeting. Now you're trying to characterize what he  18 remembers of the memo.  19 A I would agree with that objection. I am -- you  20 were asking -- I am hearing you ask me what specifically  21 is in that memo and the exact wording of that memo and I  22 do not recall the exact wording of that memorandum from  23 Mr. Eisenman.  24 MR. SIMMS: It's probably a good time to try to  25 take a lunch break. I'm going to be gone maybe 45 minutes</p>

<p style="text-align: right;">Page 70</p> <p>1 and get back and keep rolling.</p> <p>2 THE WITNESS: Okay.</p> <p>3 (Short break from 11:05 a.m. to 12:00 p.m.)</p> <p>4 Q (BY MR. SIMMS) Mr. Jackson, are you ready to</p> <p>5 keep going?</p> <p>6 A I am. I would like to clarify one thing after</p> <p>7 getting some more information. On the -- let me find the</p> <p>8 exhibit. Yeah, on Exhibit 9, after studying this some</p> <p>9 more of the top section that is filled out, it is filled</p> <p>10 out by the person filing the unemployment claim, the</p> <p>11 bottom section is filled out by the company.</p> <p>12 Q I gotcha.</p> <p>13 A So the top section would have been filled out by</p> <p>14 Mr. Staples. Since Simmons did not object to the claim,</p> <p>15 there was no response from the employer.</p> <p>16 Q So there is no document showing poultry's</p> <p>17 response to the unemployment claim made by Mr. Staples?</p> <p>18 A There was no -- there was no response other than</p> <p>19 a decision not to object to it.</p> <p>20 Q All right.</p> <p>21 A Thank you.</p> <p>22 Q I will show you Exhibit 10. It's Simmons 137.</p> <p>23 (WHEREUPON, Exhibit 10 was marked for</p> <p>24 identification.)</p> <p>25 MR. PARKER: Do you have the other portions of</p>	<p style="text-align: right;">Page 72</p> <p>1 Q Well, if you look at page 137 at the top where</p> <p>2 it says Simmons RMFS administrative fee, under it says</p> <p>3 four messages. It looks like between pages 137 and 139</p> <p>4 there are four messages.</p> <p>5 A That's correct.</p> <p>6 Q Okay. The first e-mail is dated Monday,</p> <p>7 December 19, 2016, correct?</p> <p>8 A Correct.</p> <p>9 Q Had you or Mr. Todd Simmons spoken with</p> <p>10 Mr. Herschel Walker before receiving this e-mail about the</p> <p>11 content of this e-mail?</p> <p>12 A I do not recall a prior conversation, no.</p> <p>13 Q It looks like to me it starts off, "Hello,</p> <p>14 David." It's almost like it's a first communication</p> <p>15 instead of a follow-up to some prior communication.</p> <p>16 A There were continuing communications through the</p> <p>17 relationship through the -- in operation of the</p> <p>18 Renaissance Man group.</p> <p>19 Q And here's where I'm going.</p> <p>20 A All right.</p> <p>21 Q I've seen a press release that poultry released</p> <p>22 or Simmons, the parent, released that indicated you had</p> <p>23 become the president and chief operating officer for</p> <p>24 poultry again effective as of December the 16th, 2016.</p> <p>25 Disagree that you took back over working for poultry as</p>
<p style="text-align: right;">Page 71</p> <p>1 this e-mail thread?</p> <p>2 MR. SIMMS: Yes, sir, we do, somewhere. Is it</p> <p>3 138 and 139, does that complete it?</p> <p>4 MR. PARKER: I'd have to see the pages to know.</p> <p>5 I believe that's right and I do just want to also note for</p> <p>6 the record that the e-mails in this thread, the way they</p> <p>7 print out for whatever reason are not necessarily in</p> <p>8 chronological order. For example, the e-mail that begins</p> <p>9 the chain which you would believe to be the original</p> <p>10 message is actually the most recent message. I'm going to</p> <p>11 show those to Mr. King before showing them to the witness.</p> <p>12 MR. KING: So the exhibit is now all three</p> <p>13 pages, right?</p> <p>14 MR. PARKER: Correct. Do you want to staple it</p> <p>15 too, Keri?</p> <p>16 MR. SIMMS: Yeah.</p> <p>17 THE WITNESS: Thank you.</p> <p>18 MR. PARKER: Did you see what I meant about how</p> <p>19 the e-mail is?</p> <p>20 THE WITNESS: Yes. Okay.</p> <p>21 Q (BY MR. SIMMS) Does the e-mail start on page</p> <p>22 137?</p> <p>23 A It is odd, isn't it? Yes.</p> <p>24 Q Okay.</p> <p>25 A I believe so.</p>	<p style="text-align: right;">Page 73</p> <p>1 the president and COO around that period of time?</p> <p>2 A Sounds about right.</p> <p>3 Q And then three days later you get this e-mail</p> <p>4 from Mr. Walker?</p> <p>5 A Okay.</p> <p>6 Q Do you have a recollection of you or Mr. Todd</p> <p>7 Simmons having discussed the poultry Renaissance Man</p> <p>8 administrative fee at any time in recent memory prior to</p> <p>9 receiving this December 19th communication?</p> <p>10 A I do not.</p> <p>11 Q And, in fact, you had been away from poultry for</p> <p>12 how many years before you came back up in mid</p> <p>13 December 2016?</p> <p>14 A Almost five years.</p> <p>15 Q All right. And this communication from</p> <p>16 Mr. Walker says that he wanted to connect with you</p> <p>17 regarding the outstanding administrative fee of 90,000 to</p> <p>18 \$95,000. Is that what it says?</p> <p>19 A It does.</p> <p>20 Q Tell me what your understanding is to</p> <p>21 outstanding administrative fee? What's he talking about</p> <p>22 there?</p> <p>23 A In the original agreement of the back office --</p> <p>24 the cost for the back office, the accounting, the</p> <p>25 administration of the truck hire, all of that activity,</p>

<p style="text-align: right;">Page 74</p> <p>1 that does consume time and resources. We agreed, Herschel  2 and I had agreed that Simmons would provide that free of  3 charge as part of the ownership for the volume of product  4 that Simmons sold Renaissance Man Food Service, and for  5 the product that Simmons did not sell Renaissance Man Food  6 Service, there would be a penny and a half per pound fee  7 that would be applied to that from Simmons to Renaissance  8 Man Food Service to cover the administrative cost for  9 handling those products that we did not produce or sell,  10 that Simmons did not produce or sell.</p> <p>11 Q And would it be fair to say that from whenever  12 in 2009 or 2010 the Renaissance Man/H. Walker  13 Enterprises/poultry relationship developed up until this  14 December 19, 2016 e-mail, Renaissance Man or H. Walker  15 Enterprises had no logistic services, didn't have any  16 production facilities, so with respect to product that was  17 sold by it that was not produced by Simmons, Simmons was  18 providing those type distribution support; would that be  19 fair to say?</p> <p>20 A Renaissance Man Food Service did have a  21 third-party cold storage freezer account so they could put  22 and did buy product from other suppliers and place into  23 their account and they used that third-party freezer as  24 their distribution point.</p> <p>25 Q Was that the freezer store here in Arkansas?</p>	<p style="text-align: right;">Page 76</p> <p>1 A We calculated that fee annually and so this was  2 coming towards the end of the year and it would be the  3 appropriate time that you would look at the scope of that  4 fee.</p> <p>5 Q Was this related to non-produced product or was  6 it related to produced product by poultry?</p> <p>7 A That fee is for the non-Simmons produced  8 product.</p> <p>9 Q All right. And it appears that Mr. Walker's  10 saying that for 2014 and 2015, Simmons or poultry had  11 received \$795,000 of revenue on non-Simmons products?</p> <p>12 A That is what the e-mail says.</p> <p>13 Q Now, had the outstanding fee also been discussed  14 between you and Mr. Staples? Is that the John that  15 Mr. Walker is referring to?</p> <p>16 A The John is Mr. Staples, the \$795,000 of  17 revenue, by the way, was incorrect.</p> <p>18 Q Okay. What was correct about that?</p> <p>19 A It was incorrect.</p> <p>20 Q So the total was 795 or what is incorrect, is it  21 the number that's incorrect or just that complete  22 statement?</p> <p>23 A The -- well, both are incorrect. The agreement  24 is for a penny and a half, 1.5 cents per pound. This  25 statement said it was for 1.5 -- or .015 percent, so the</p>
<p style="text-align: right;">Page 75</p> <p>1 A To my knowledge, yes.</p> <p>2 Q And there's an inventory agreement between  3 poultry, and we can look at it, H. Walker Enterprises or  4 Renaissance Man related to the Simmons product?</p> <p>5 A Yes.</p> <p>6 Q But not the third-party product?</p> <p>7 A The third-party product was under the direction  8 of the general manager, Mr. Staples. It was where he  9 arranged to buy that product and place it in Renaissance  10 Man Food Service's account and held the inventories in  11 Renaissance Man Food Service's working capital.</p> <p>12 Q I gotcha. And would there be times when  13 transport from the frozen inventory that may contain  14 Simmons product might have some non-Simmons produced  15 product that arrives on it?</p> <p>16 A Absolutely.</p> <p>17 Q And if there's a cost associated with that, that  18 would fall under this penny and a half?</p> <p>19 A It would not.</p> <p>20 Q Okay. How would that be captured?</p> <p>21 A That would be billed as freight in the invoice  22 from Renaissance Man to the -- to the customer.</p> <p>23 Q All right. So had there been a fee generated  24 that was outstanding that's being discussed in this  25 e-mail?</p>	<p style="text-align: right;">Page 77</p> <p>1 way to calculate the administrative fee is incorrect in  2 that statement and Simmons did not receive \$795,000 of  3 revenue. The administrative fee ran somewhere in that 80  4 to \$90,000 a year towards the end of 2016 and '17 and it  5 grew from -- when we started and put the agreement  6 together, it was in the three to \$5,000 a year, so that  7 amount grew considerably over the length of time that  8 Renaissance Man Food Service existed.</p> <p>9 Q I gotcha. Was there a similar fee charged with  10 respect to the poultry H. Walker Foods, LLC relationship?</p> <p>11 A There was no poultry H. Walker Foods, LLC --</p> <p>12 Q The Mike Rogers relationship?</p> <p>13 A The Mike Rogers relationship was between Walker  14 Foods and Renaissance Man Food Service and to my  15 knowledge, I don't recall -- well, at that point, Simmons  16 Foods was not doing the back office. The back office was  17 being performed in Savannah by staff for H. Walker Foods.</p> <p>18 Q When Mr. Staples came on board and during the  19 transition in 2009, was there an incident that came up of  20 a -- concerning a credit of about \$300,000 for a double  21 credit situation concerning a relationship with H. Walker  22 Enterprises, H. Walker Foods, LLC or Renaissance Man with  23 poultry?</p> <p>24 A I don't recall an incident and I have asked  25 Todd. He did not recall an incident that happened in that</p>

<p style="text-align: right;">Page 78</p> <p>1 time frame.</p> <p>2 Q Who is Vickie Goodman?</p> <p>3 A Vickie is our -- she leads our customer service</p> <p>4 representatives, manages our customer service</p> <p>5 representatives.</p> <p>6 Q Would she have worked on something like that</p> <p>7 from an accounting standpoint with Mr. Staples when he</p> <p>8 first came on board?</p> <p>9 A She would have -- she manages order entry and</p> <p>10 collections of invoices for products sold.</p> <p>11 Q But as far as you can recall or poultry recalls,</p> <p>12 there was no incident during a board meeting where</p> <p>13 Mr. Walker or one of his entities was asked about this</p> <p>14 double credit that had been provided?</p> <p>15 A I don't recall that and neither did Todd. If it</p> <p>16 did occur, again, I don't -- I don't recall, it wasn't a</p> <p>17 memorable issue.</p> <p>18 Q The outstanding administrative fee issue is</p> <p>19 coming up again here in this e-mail, correct?</p> <p>20 A It is.</p> <p>21 Q And do you know why it's being brought up with</p> <p>22 you now getting back in work for poultry?</p> <p>23 A It is -- it's a fee that in different points in</p> <p>24 time through the relationship that was brought into</p> <p>25 question that Simmons was perceived as double dipping or</p>	<p style="text-align: right;">Page 80</p> <p>1 the question calls for a legal conclusion.</p> <p>2 A I would say the partnership is in parentheses</p> <p>3 because it's not a legal definition, it's a layman's term</p> <p>4 and it -- any time two individuals work together and</p> <p>5 operate a business, in layman's terms I would say you're</p> <p>6 partners. I believe Mr. Walker would say you're partners.</p> <p>7 Q (BY MR. SIMMS) It goes on to say that</p> <p>8 Renaissance Man had had tremendous growth resulting in</p> <p>9 significant profits for both parties. Would poultry agree</p> <p>10 with that statement?</p> <p>11 A Yes.</p> <p>12 Q And what would poultry's position be with</p> <p>13 respect to Mr. Staples, did he assist in that tremendous</p> <p>14 growth and those significant profits for both parties</p> <p>15 during that time period?</p> <p>16 A Yes. He was general manager over Renaissance</p> <p>17 Man Food Service and it did see a significant shift from a</p> <p>18 loss in P&amp;L when he started to a significant profit on the</p> <p>19 P&amp;L.</p> <p>20 Q And then on down this page 137, is that your</p> <p>21 response on the same day at 3:44 p.m.?</p> <p>22 A It is.</p> <p>23 Q You say looking back you could tell there's</p> <p>24 growth, good growth in Renaissance Man, correct?</p> <p>25 A That is correct.</p>
<p style="text-align: right;">Page 79</p> <p>1 that we -- that Simmons was, by Herschel, and I think it</p> <p>2 was because we didn't have clarity of discussion of what</p> <p>3 did that fee cover. The perception was that John or</p> <p>4 Renaissance Man Food Service and Herschel and his</p> <p>5 activities were selling product not produced by Simmons,</p> <p>6 but Simmons was collecting a fee on that and there was</p> <p>7 question of why that was. And then Simmons would share in</p> <p>8 35 percent of the profit from the sale of that product and</p> <p>9 there was question of why Simmons would get both.</p> <p>10 Q Is that what you took Mr. Walker to be</p> <p>11 indicating as double dipping?</p> <p>12 A That is.</p> <p>13 Q Getting a fee for providing administrative</p> <p>14 functions and then also sharing in the profit?</p> <p>15 A That is correct.</p> <p>16 Q What was poultry's position with respect to the</p> <p>17 allegation of double dipping?</p> <p>18 A I took it as there was a -- again, there was a</p> <p>19 misunderstanding of what those monies covered and I took</p> <p>20 it as my responsibility to help clarify why the charges</p> <p>21 were in place the way they were.</p> <p>22 Q Mr. Walker says in here too since the start of</p> <p>23 your partnership. Again, was this a venture or was this a</p> <p>24 partnership?</p> <p>25 MR. PARKER: I'm going to object to the extent</p>	<p style="text-align: right;">Page 81</p> <p>1 Q And you say that is great progress towards what</p> <p>2 had been originally contemplated. What had been</p> <p>3 originally contemplated?</p> <p>4 A The original plan was to grow Renaissance Man</p> <p>5 Food Service into a standalone functioning business and to</p> <p>6 grow it well beyond where it was when we made the</p> <p>7 transition from Walker Foods to Renaissance Man. At that</p> <p>8 point it was a small entity that it took Simmons funds to</p> <p>9 make it cash flow.</p> <p>10 Q And Mr. Staples was the person who managed that;</p> <p>11 is that correct?</p> <p>12 A Mr. Staples was the general manager over that</p> <p>13 time, yes.</p> <p>14 Q And according to the documents we've seen,</p> <p>15 Mr. Miller gave instructions to Mr. Staples about what</p> <p>16 poultry would like to see that relationship become,</p> <p>17 correct, in the five, seven document?</p> <p>18 A In the five to seven, Mr. Miller worked with Mr.</p> <p>19 Staples to help him lay out objectives that he set out for</p> <p>20 himself to achieve as general manager of Renaissance Man</p> <p>21 Food Service.</p> <p>22 Q And you say that the agreement was is that</p> <p>23 Renaissance Man would pay Simmons for product not produced</p> <p>24 by Simmons at the rate that you set out, correct?</p> <p>25 A At a penny and a half per pound, yes, sir.</p>

<p style="text-align: right;">Page 82</p> <p>1 Q And are you referring back to causes or</p> <p>2 agreements set forth in the memorandum of understanding</p> <p>3 that was never signed and we have marked as, I want to say</p> <p>4 it's Exhibit 6?</p> <p>5 MR. PARKER: Six.</p> <p>6 A Yes. I cut a snippet of that agreement and put</p> <p>7 it in my response so that --</p> <p>8 Q (BY MR. SIMMS) Right.</p> <p>9 A -- there would be -- again, this memorandum</p> <p>10 provided us a place to go back to when we started</p> <p>11 questioning what we were doing.</p> <p>12 Q And on the second page which is 138, that's the</p> <p>13 snippet that you took out of section two under the E</p> <p>14 administrative section that we talked about earlier today?</p> <p>15 A That is correct.</p> <p>16 Q You also set forth the distribution of profits</p> <p>17 section, correct?</p> <p>18 A Yes, I did.</p> <p>19 Q And you recommended a meeting to discuss changes</p> <p>20 to the operating agreement, right?</p> <p>21 A I did.</p> <p>22 Q Modify, change it, revise it, correct?</p> <p>23 A Change any -- what I recommended was if there</p> <p>24 were questions about and perceptions that the operating</p> <p>25 agreement was not fair to both parties, that we should sit</p>	<p style="text-align: right;">Page 84</p> <p>1 conspiracy to do that, but I do know that that was</p> <p>2 Mr. Staples' perception that that was what was occurring.</p> <p>3 Q And this goes back to the end of 2016, correct?</p> <p>4 A No, I misspoke. That was in 2017.</p> <p>5 Q Well, we're talking about 2016 right now.</p> <p>6 A I know, I know, my mistake.</p> <p>7 Q Okay. Well, tell me what you discussed with Mr.</p> <p>8 Staples in 2016 about changes to the operating agreement.</p> <p>9 If he's the general manager, I'm assuming that you would</p> <p>10 want the general manager to know what changes needed to be</p> <p>11 addressed?</p> <p>12 A I don't recall the exact changes that John and I</p> <p>13 discussed because we -- we did not make any changes in</p> <p>14 2016.</p> <p>15 Q Well, the next sentence you use here says, "The</p> <p>16 feedback I'm hearing is there are perceptions on both</p> <p>17 sides, Simmons and Renaissance Man, that there are</p> <p>18 conflicts in how we are going about business." Did I read</p> <p>19 that sentence correctly?</p> <p>20 A You did.</p> <p>21 Q What feedback, what feedback and who was the</p> <p>22 source of the feedback?</p> <p>23 A Mr. Herschel Walker in the original e-mail where</p> <p>24 he suggests that Simmons is double dipping and that it did</p> <p>25 not -- that it seemed unfair to Renaissance Man is the</p>
<p style="text-align: right;">Page 83</p> <p>1 down and discuss it, come up to an arrangement that we</p> <p>2 both agreed worked fair.</p> <p>3 Q And when you're talking about operating</p> <p>4 agreement, are you referring to Exhibit 6?</p> <p>5 A I am.</p> <p>6 Q Okay.</p> <p>7 A And the modified version of Exhibit 6 as we had</p> <p>8 evolved.</p> <p>9 Q Did you have discussions with Mr. Staples at the</p> <p>10 time about changes, modifications or revisions to the</p> <p>11 operating agreement that needed to be addressed going</p> <p>12 forward after this date?</p> <p>13 A The conversations I had with Mr. Staples was</p> <p>14 more around addressing the implications that Mr. Staples</p> <p>15 had conveyed to me that Herschel had desired to -- had a</p> <p>16 desire to work Renaissance Man out of the -- out of --</p> <p>17 John expressed that he perceived there was a desire from</p> <p>18 Herschel to move the volume to H. Walker Enterprises and</p> <p>19 out of Renaissance Man, diminish the volume of Renaissance</p> <p>20 Man Food Service.</p> <p>21 Q Do you know what was motivating that change as</p> <p>22 expressed to you by Mr. Staples?</p> <p>23 A I know Mr. Staples' perception. I -- after the</p> <p>24 board meeting and then discussions after the board meeting</p> <p>25 with Mr. Walker, I do not believe there was any grand</p>	<p style="text-align: right;">Page 85</p> <p>1 feedback I was referring to.</p> <p>2 Q Were you getting any feedback from anyone other</p> <p>3 than Mr. Walker at the time?</p> <p>4 A John may have conveyed the double dipping</p> <p>5 concern as well. I don't specifically recall, but usually</p> <p>6 John, because John interacted with Herschel a lot and John</p> <p>7 may have conveyed that as well as the general manager of</p> <p>8 Renaissance Man that there was concern of Simmons trying</p> <p>9 to double dip.</p> <p>10 Q Was there -- and I don't guess you would have</p> <p>11 been involved because you were still at the pet company,</p> <p>12 but was there a meeting in 2015 where anyone at poultry</p> <p>13 communicated to Renaissance Man or H. Walker Enterprises</p> <p>14 that they had been approached by Sysco to bid direct?</p> <p>15 A I will have to confer --</p> <p>16 MR. PARKER: Just answer if you know.</p> <p>17 A Yeah, I do not know directly, no.</p> <p>18 Q (BY MR. SIMMS) Is it possible that what you said</p> <p>19 earlier did, in fact, you learn of in 2016 that</p> <p>20 Mr. Staples indicated that H. Walker Enterprises was</p> <p>21 trying to grow its business and reduce Renaissance Man?</p> <p>22 A No, the first I heard of that was in 2017.</p> <p>23 Q And you were wanting a meeting, correct?</p> <p>24 A Yes.</p> <p>25 Q Did a meeting take place?</p>

<p style="text-align: right;">Page 86</p> <p>1 A I don't recall if we had a board meeting at the 2 end of '16 or beginning of '17. I would have to refer to 3 my -- refer to my calendar. 4 Q And it looks like to me Mr. Walker's response on 5 the 20th, the next day in the morning, and it appears that 6 that is the first time he copies his lawyer, Mr. Eisenman, 7 in this chain of e-mails. Does that appear to be correct? 8 A He did add Mr. Eisenman on the 20th, yes. 9 Q And he says he was not aware of the conflict 10 that you mentioned. 11 A Okay. 12 Q And he would like to get together. 13 MR. PARKER: Is there a question? 14 Q (BY MR. SIMMS) Was there a meeting after that? 15 A I will have to refer to my calendar. I do not 16 recall whether we got together in person or not. 17 Q All right. Down at the bottom it looks like you 18 and Mr. Todd Simmons communicate internally with one 19 another about this communication. Would that be a fair 20 reading of the fourth e-mail in this chain? 21 A That would be. 22 Q And it looks like Mr. Simmons is responding to 23 you? 24 A He is. 25 Q And it says, "Oh, man, when can we talk double</p>	<p style="text-align: right;">Page 88</p> <p>1 all the support for product that Simmons did not produce 2 as well as being a partner in the entire entity to share 3 in some of the profits. 4 Q Did you and Mr. Simmons discuss any incident 5 regarding an outstanding administrative fee or credits 6 that go back to the time period prior to 2009 involving H. 7 Walker Foods? 8 A I don't recall that. 9 Q Did any discussions -- in any discussions with 10 you and Mr. Simmons was there reference to any other 11 outstanding administrative fees other than the 90 to 12 95,000 one that was referenced by Mr. Walker in the 13 beginning e-mail? 14 A I know this administrative fee has come up on 15 multiple occasions over the time of the contract. I know 16 there was a period of time where we, through a change in 17 staffing, Simmons Foods did not compile the administrative 18 fee one year and we had to do a catch up of two years fees 19 in one year and there was conversation around that. 20 Q Was Mr. Walker agreeable to paying that? 21 A Not in the beginning, but once we explained we 22 agreed that it was owed and paid. 23 Q All right. Was there a meeting about this topic 24 at the end of 2016 or the beginning of 2017? 25 A I do not recall whether we had a physical</p>
<p style="text-align: right;">Page 87</p> <p>1 dipping? Grrr. And creditworthiness and back office 2 support, et cetera, et cetera." Did I read that 3 correctly? 4 A You did. 5 Q Can you expand on this and tell me what 6 Mr. Simmons is referring to? 7 MR. PARKER: Only if you know. You don't have 8 to speculate. 9 A He was referring to the original e-mail that was 10 sent on December 19th at 10:28 a.m. about the question of 11 double dipping and whether those fees should be paid to 12 Simmons Foods from Renaissance Man. 13 Q (BY MR. SIMMS) Did you have separate 14 communication with Mr. Simmons about this other than what 15 he says in his e-mail response here? 16 A He is my immediate supervisor and friend and we 17 did as part of ongoing business of Simmons Foods, I did 18 keep him apprised as to what was going on with Renaissance 19 Man. 20 Q What did you all discuss? 21 A I told him that I would take care of it, that it 22 seemed to me that there was, again, a lack of 23 communication of what that fee covered and why and that I 24 would make sure that we were clear on why it was 25 reasonable and not double dipping to have a fee to process</p>	<p style="text-align: right;">Page 89</p> <p>1 meeting or not about that time. 2 Q Was there a board meeting in the end of 2016 or 3 the beginning of 2017? 4 A I do not recall having one. Since I -- I only 5 recall having one board meeting when I came back from 6 poultry to -- from pet food to poultry, so I don't believe 7 that there was a board meeting at that time. 8 Q It sounds like to me the next board meeting was 9 when you discussed termination of Mr. Staples on 10 December the 12th, 2017. If I'm wrong, tell me when the 11 meeting was. 12 A Well, I think that was -- that is correct. I 13 think that is the only board meeting that I had during 14 that time. 15 Q Was this issue over this outstanding 16 administrative fee up in the air at the time you all met 17 on December the 12th, 2017? 18 A It was not. 19 Q When had it been resolved? 20 A It would have been resolved over -- it would 21 have been resolved by year end because we would have made 22 a payment of that administrative fee at year end. 23 Q Simmons would've paid itself from Renaissance 24 Man's funds? 25 A Renaissance Man would have paid Simmons as part</p>

<p style="text-align: right;">Page 90</p> <p>1 of the activity of managing the books of Renaissance Man 2 and paying the invoices too. 3 Q So it was the position of poultry that there was 4 no double dipping? 5 A It is the position of poultry that both -- they 6 are separate and distinct charges for services or for 7 ownership share -- or profit sharing per our agreement. 8 Q And going forward into 2017, it would have been 9 poultry's position that it was entitled to 35 percent of 10 non-produced food items sold through Renaissance Man that 11 it handled the support for and it was entitled to charge 12 this administrative fee related to that; is that correct? 13 A That is correct. 14 Q Do you know if at any time in the early part of 15 2017 H. Walker Enterprises and/or Renaissance Man began 16 efforts to circumvent application of the two provisions 17 that you have cited from the operating agreement, or 18 Exhibit 6, as contained in this Exhibit Number 10? 19 A Can you ask that question again? 20 Q Are you aware of any instances where H. Walker 21 Enterprises or Renaissance Man undertook efforts to avoid 22 these provisions that you cite or set forth in Exhibit 10 23 from the operating agreement that's Exhibit 6? 24 A As of what point in time? 25 Q Are you aware of Mr. Eisenman instructing Mr.</p>	<p style="text-align: right;">Page 92</p> <p>1 what were the expectations that poultry had that Mr. 2 Staples was to protect poultry's interest as set out in 3 Exhibit 6 and as you bring up again in Exhibit 10? 4 MR. PARKER: I'm going to object to the 5 continued mischaracterization of Mr. Staples' role as the 6 general manager in relationship to testimony from the 7 witness has been Mr. Staples' role was general manager of 8 Renaissance Man Food Services only. 9 A And I would concur. Mr. Staples' responsibility 10 was the general manager of the business unit Renaissance 11 Man Food Service. As president and chief operating 12 officer of Simmons Prepared Foods, it was my 13 responsibility for the relationship, with Simmons' side of 14 the relationship with Mr. Walker, who was CEO of 15 Renaissance Man Food Service and owner on that side. So 16 the relationship was between the two of us. Mr. Staples' 17 job function was to manage the business operation of 18 Renaissance Man Food Service. 19 Q (BY MR. SIMMS) In poultry's mind, it had a 20 35 percent equity ownership in Renaissance Man Food 21 Services? 22 A That is incorrect. 23 MR. PARKER: Objection, that's not what he 24 testified to. 25 Q (BY MR. SIMMS) It was entitled to 35 percent of</p>
<p style="text-align: right;">Page 91</p> <p>1 Staples that with respect to certain items that these 2 provisions were to be avoided? 3 A I have seen an e-mail chain that came out in 4 discovery, but until that point in time, no, I was not 5 aware of it. 6 Q What's poultry's feelings about that? 7 A That ultimately it takes a sales structure and a 8 back office structure to sell and ship and collect for 9 product sold and that it would be difficult to run that 10 through H. Walker Enterprises as I understand how it 11 exists today. So after reading that, I still kind of 12 dismiss that it was a real issue. 13 Q And if that was being brought to the attention 14 of Mr. Staples, did poultry have expectations that he 15 would report that to poultry and, in particular, his 16 immediate supervisor, Mr. Miller? 17 A As a general manager who's judged on 18 performance, Renaissance Man Food Service if it were 19 taking product -- taking revenue and income out of 20 Renaissance Man Food Service and putting it somewhere 21 else, I would expect Mr. Staples to be concerned about 22 that for his own performance, but he had no individual -- 23 no obligation to come to Simmons and say this is -- that 24 he had concerns over it. 25 Q Well, as general manager of the relationship,</p>	<p style="text-align: right;">Page 93</p> <p>1 the profits from the sale of Simmons produced products and 2 the sale of non-produced products unless it was carved out 3 under the agreement; is that correct? 4 A It is poultry's understanding -- poultry's 5 belief and operating under that we -- that poultry 6 received a 35 percent profit share at the end of the year 7 for the net income of Renaissance Man Food Service except 8 for anything that was in existence before Simmons stepped 9 into it that was in that carveout and all that was 10 excluded from Renaissance Man Food Service early in the 11 time. So the income statement that created a profit and 12 loss, we use that to judge what -- how much profit or loss 13 there was for the entity and we share that after expenses 14 65-35. 15 Q Did poultry expect Mr. Staples to communicate 16 with it any efforts by H. Walker Enterprises or 17 Renaissance Man Food Services to circumvent the provisions 18 of the agreement that you set out in Exhibit 10? 19 A I had no expectation of Mr. Staples and poultry 20 had no expectation of Mr. Staples to manage this 21 agreement. The expectation was for Mr. Staples to manage 22 the business unit Renaissance Man Food Service. 23 Q If in his management he was being asked to do 24 things that were detrimental to poultry, did poultry 25 expect him to report that to poultry?</p>

<p style="text-align: right;">Page 94</p> <p>1 A No, we did not.</p> <p>2 Q Who was looking out for the best interest of</p> <p>3 poultry day to day?</p> <p>4 A Poultry had two parts in this relationship; one,</p> <p>5 we were suppliers and Chip Miller and his team set pricing</p> <p>6 for product sold to Renaissance Man Food Service and</p> <p>7 poultry priced it at a -- at a price that they were --</p> <p>8 that they found acceptable and market competitive and then</p> <p>9 I, as a board member, or Gary Murphy, as a board member,</p> <p>10 representing poultry's business looked at the other</p> <p>11 activities around Renaissance Man Food Service.</p> <p>12 Q Including the sharing of profit of non-produced</p> <p>13 poultry products and application of the administrative</p> <p>14 fee?</p> <p>15 A Yes, that is correct.</p> <p>16 Q And when you say on page two getting feedback</p> <p>17 about conflicts and how we're going about the business,</p> <p>18 you're not referring to anything that you're learning from</p> <p>19 Mr. Staples?</p> <p>20 MR. PARKER: I'm going to object to</p> <p>21 mischaracterizes his testimony. He already answered this</p> <p>22 question. He said it's possible that Mr. Staples might</p> <p>23 have been providing him feedback along the way.</p> <p>24 A I don't recall a specific conversation with Mr.</p> <p>25 Staples, but it is highly likely that he conveyed a</p>	<p style="text-align: right;">Page 96</p> <p>1 Renaissance Man Food Service income statement was</p> <p>2 appropriate for Simmons Foods whether it included -- and</p> <p>3 our position was it should include all activity on behalf</p> <p>4 of Renaissance Man Food Service.</p> <p>5 Q When was the next time you became aware of any</p> <p>6 conflict that dealt with H. Walker Enterprises or</p> <p>7 Renaissance Man Food Services perhaps bypassing the</p> <p>8 provisions that you set forth in Exhibit 10?</p> <p>9 A After -- after December 20, 2016?</p> <p>10 Q Yes, sir.</p> <p>11 A I believe it was when the question about the</p> <p>12 payment for waffles -- waffle packaging and promotional</p> <p>13 activity.</p> <p>14 Q That would be in the fall of 2017?</p> <p>15 A '17, that's correct.</p> <p>16 Q Do you recall having a cell phone call with Mr.</p> <p>17 Staples on October the 18th, 2017?</p> <p>18 A I don't remember the exact date, but I did talk</p> <p>19 to John on the phone.</p> <p>20 Q What -- did you call him or did he call you?</p> <p>21 A If I had called him, it was returning a call.</p> <p>22 Q Do you know how long you all talked that day?</p> <p>23 A I do not.</p> <p>24 Q What did you all talk about?</p> <p>25 A I don't remember that specific conversation.</p>
<p style="text-align: right;">Page 95</p> <p>1 similar message to Mr. Walker that there was a perception</p> <p>2 of double dipping and that poultry was being unfair and</p> <p>3 that is in my mind a conflict and that is a conflict that</p> <p>4 needed to be resolved because our business functioned on</p> <p>5 trust and when you believe you're being treated unfair,</p> <p>6 that's a violation of trust and we needed to resolve that.</p> <p>7 Q (BY MR. SIMMS) That was important enough for</p> <p>8 you to put it in this e-mail, correct?</p> <p>9 A Yes, sir.</p> <p>10 Q And you were suggesting that you want to have a</p> <p>11 face-to-face meeting, but you don't have one?</p> <p>12 MR. PARKER: Objection, mischaracterizes his</p> <p>13 testimony. He said he's not sure whether they had a</p> <p>14 meeting. He said he had to look at his calendars to</p> <p>15 confirm whether he had one.</p> <p>16 A As I think through the time when I came back to</p> <p>17 poultry through the end of '17, I had one meeting with</p> <p>18 Mr. Walker in Atlanta. So we did not have a face-to-face</p> <p>19 meeting to resolve this. I recall a phone call with</p> <p>20 Mr. Walker to talk through it after sending this and we</p> <p>21 agreed that it was resolved.</p> <p>22 Q (BY MR. SIMMS) What was resolved?</p> <p>23 A The clarity of why there was an administrative</p> <p>24 fee and why the 35 percent ownership -- profit sharing,</p> <p>25 not ownership, but profit sharing of the entire</p>	<p style="text-align: right;">Page 97</p> <p>1 Q Do you recall that Mr. Staples expressed some</p> <p>2 concerns to you about the activities of H. Walker</p> <p>3 Enterprises and/or Renaissance Man Food Services?</p> <p>4 A I do recall that John conveyed concern on</p> <p>5 multiple occasions about activities of H. Walker Foods and</p> <p>6 Renaissance Man Food Service.</p> <p>7 Q When you say H. Walker Foods, are you referring</p> <p>8 to H. Walker Enterprises?</p> <p>9 A Enterprises, excuse me, H. Walker Enterprises.</p> <p>10 Q All right. And I'm not trying to be difficult,</p> <p>11 but I think we need to keep it separate because we now</p> <p>12 know there's an H. Walker Foods, LLC.</p> <p>13 MR. PARKER: For the record, it's Walker Foods,</p> <p>14 LLC.</p> <p>15 Q (BY MR. SIMMS) Walker Foods, I'm sorry.</p> <p>16 A Walker Foods went away, so that -- that died</p> <p>17 right after -- for all intents and purposes, it died right</p> <p>18 after Mike Rogers was separated and John was hired.</p> <p>19 Q All right. What concerns was Mr. Staples</p> <p>20 expressing? Can you be specific about the concern, the</p> <p>21 nature of the concern?</p> <p>22 A He expressed concern of Ms. Blanchard becoming</p> <p>23 involved in the sale of product of waffles and that -- and</p> <p>24 that she had some business cards printed that showed her</p> <p>25 representing H. Walker Enterprises, not Renaissance Man</p>

<p style="text-align: right;">Page 98</p> <p>1 Food Service and he believed that that was the first of 2 many things to come where sales would start occurring 3 through H. Walker Enterprises and not Renaissance Man Food 4 Service. Okay.</p> <p>5 Q Is there -- I may be able to look at it. That's 6 Simmons -- excuse me, Staples document 4176. At the 7 bottom it looks like it's called number 217. It's on a 8 Wednesday, October the 18th, 2017. It's a (479)427-0620 9 number. Is that your number?</p> <p>10 A That is my cell phone, yes.</p> <p>11 Q All right.</p> <p>12 MR. PARKER: For the record, we're looking at 13 Exhibit 11.</p> <p>14 (WHEREUPON, Exhibit 11 was marked for 15 identification.)</p> <p>16 Q (BY MR. SIMMS) I'm sorry. That is Exhibit 11. 17 Do you recall having any cell phone 18 conversations with Mr. Staples before October 18, 2017 19 where the topic was concerns related to activities of H. 20 Walker Enterprises and/or Renaissance Man?</p> <p>21 A I don't recall any specific cell phone 22 conversation, no.</p> <p>23 Q Did you have any more conversations with him by 24 phone after October 18, 2017?</p> <p>25 A I seem to recall a phone call in my office on my</p>	<p style="text-align: right;">Page 100</p> <p>1 Q Let me show you Exhibit 12 which is Staples 2 4175.</p> <p>3 (WHEREUPON, Exhibit 12 was marked for 4 identification.)</p> <p>5 MR. PARKER: Mike, it's more phone records from 6 October 9, 2017 to October 13, 2017.</p> <p>7 Q (BY MR. SIMMS) Are you familiar with Ms. Carmen 8 Seal's phone number?</p> <p>9 A I am not.</p> <p>10 Q Not being familiar with her phone number, you 11 couldn't tell me if that record indicates a phone call 12 either to her or from her with Mr. Staples or not; is that 13 correct?</p> <p>14 A That is correct.</p> <p>15 Q Okay. Does poultry have any evidence to suggest 16 that Ms. Seal did not speak by phone with Mr. Staples 17 during that time period that would be reflected on 18 Exhibit 12?</p> <p>19 A To the contrary, Ms. Seal conveyed to me that 20 she did speak with Mr. Staples.</p> <p>21 Q Did. Did she initiate the phone call or did he?</p> <p>22 A She conveyed to me that she initiated a phone 23 call inquiring about an expense.</p> <p>24 Q If poultry didn't expect Mr. Staples to look out 25 for its best interest, why would Ms. Seal be contacting</p>
<p style="text-align: right;">Page 99</p> <p>1 landline after the cell phone conversation.</p> <p>2 Q What is your recollection is the nature of that 3 call or the substance of it?</p> <p>4 A Reiteration of the concerns of the waffle sale 5 and the payment of \$7,200 or the dollar amount of the 6 packaging and promotional material.</p> <p>7 Q Had you had any communications around 8 October the 18th, 2017 with Ms. Carmen Seal related to any 9 request from Ms. Carol Walker in the Savannah office for 10 payment of film or display racks or other items related to 11 the sale of retail waffles?</p> <p>12 A I had. Mr. Miller had brought it to my 13 attention and Mr. Miller and I both had spoken with 14 Ms. Seal.</p> <p>15 Q When was that that Mr. Miller brought it to your 16 attention?</p> <p>17 A It would have been somewhere right in there. It 18 was -- I learned from Mr. Miller and Ms. Seal first and 19 then from Mr. Staples.</p> <p>20 Q Do you see on there any phone calls between Mr. 21 Staples and Mrs. Seal and/or Mr. Miller?</p> <p>22 A I am not certain of whose phone number the 215 23 Siloam Springs number is. I believe it's Ms. Seal. I 24 will have to look and see who 356 is. Would you like me 25 to refer to my phone or do you have that information?</p>	<p style="text-align: right;">Page 101</p> <p>1 Mr. Staples?</p> <p>2 A Because Ms. Seal saw an invoice for product that 3 she did not see any other expenses around, so it was 4 normal for Renaissance Man to buy product from someone 5 else and then sell it and there would be expenses 6 associated with it. She saw promotional material and 7 needed to attach that expense to a finished good that was 8 being sold and she could not find a finished good that was 9 -- that would attach to that promotional material so she 10 called Mr. Staples as the general manager to ask what 11 finished goods that product needed to be attached to.</p> <p>12 Q And what did Mrs. Seal say to you that Mr. 13 Staples said to her?</p> <p>14 A That that was not a Renaissance Man Food Service 15 expense, that that was a H. Walker Enterprise expense and 16 that it did not need to be paid.</p> <p>17 Q To poultry's knowledge, did Mrs. Seal carry that 18 out and not pay that expense?</p> <p>19 A Ms. Seal then brought it to Chip Miller's 20 attention who brought it to mine and we discussed it 21 together and we agreed that we would not process the 22 payment until we reached clarity of what it was.</p> <p>23 Q Let me show you Exhibit 13. It's Simmons 153. 24 (WHEREUPON, Exhibit 13 was marked for 25 identification.)</p>

<p style="text-align: right;">Page 102</p> <p>1 MR. PARKER: Do you have the other pages of 2 this? 3 MR. SIMMS: Well, we can get them. I'm not 4 going to ask him about any of that. There's only one 5 thing I really wanted to ask him about. 6 MR. PARKER: Well, depending on what you ask -- 7 MR. SIMMS: We can all agree whatever the chain 8 is. 9 MR. PARKER: Yeah, I know, but depending on what 10 you ask him, I may have -- 11 MR. SIMMS: Okay. 12 MR. PARKER: -- him hold his answer if I think 13 -- 14 MR. SIMMS: That's fine. Let's see if we can 15 cut through it and if we can't, we'll come back and go at 16 it that way. 17 A Okay. 18 Q (BY MR. SIMMS) If you look at the -- and I know 19 this is Mr. Walker responding to the question concerning 20 the expense for some airfare related to, I think, a sales 21 meeting, but what I really wanted to ask you about is in 22 Mr. Walker's response here, the second paragraph. He 23 starts out by saying that he wanted to say that you hit on 24 other things in your e-mail which confused him. It says 25 they're different from his understanding of the current</p>	<p style="text-align: right;">Page 104</p> <p>1 MR. PARKER: No, it's 2356. 2 Q (BY MR. SIMMS) Oh, excuse me. It's what now? 3 MR. PARKER: It's 2356. 4 Q (BY MR. SIMMS) Is it -- do you recognize 5 (479)215-2356 as being his number? 6 A I do not. I have a button on my phone. 7 Q I gotcha. All right. Have you spoken to 8 Mr. Miller about a phone call he had for 19 minutes with 9 Mr. Staples on October the 5th, 2017? 10 A I've spoken to Mr. Miller about his 11 conversations with Mr. Staples, but he did not describe 12 that specific phone call. 13 Q Have you discussed with Mr. Miller an incident 14 concerning Jennifer Dawson in and around October, the 15 early part of October 2017? 16 A I know Jennifer Dawson. I do not recall an 17 incident around Jennifer Dawson. 18 Q Were you aware that in October of 2017 19 Ms. Dawson was a Renaissance Man employee working in 20 Arkansas? 21 A Yes. 22 Q And is she an employee of Simmons or poultry 23 today? 24 A She is. 25 Q When did she make the transition?</p>
<p style="text-align: right;">Page 103</p> <p>1 relationship between Simmons and Renaissance Man. Over 2 nine years Renaissance Man has grown tremendously and 3 could not have done this without the help of Simmons. 4 Said he would love to see this to continue to grow in the 5 food service arena. Says he spoke to Todd earlier this 6 year and they talked about getting together to go over the 7 relationship if you guys can get some dates that would 8 work, you and Todd in the next couple of months. And my 9 question really is, did you or Todd schedule a 10 face-to-face meeting after April 3, 2017? 11 A We did not until the December meeting. 12 Q Okay. 13 MR. PARKER: Keri, we've been going again about 14 another hour. Can we just take five? 15 MR. SIMMS: Sure, that's fine. 16 (Short break from 1:00 p.m. to 1:10 p.m.) 17 MR. SIMMS: Let me show you Exhibit 14. This is 18 going to be another of Mr. Staples' cell phone record. Do 19 you recognize any phone calls concerning Mr. Chip Miller 20 in that record? 21 (WHEREUPON, Exhibit 14 was marked for 22 identification.) 23 A I do not, but I don't call Chip at his office. 24 Q May I see it? Do you know if Mr. Miller's 25 number at his work office is (479)215-22 --</p>	<p style="text-align: right;">Page 105</p> <p>1 A I will have to look at the hire date. I do not 2 recall. 3 Q Have you or anyone else at poultry discussed 4 with Mr. Chip Miller around the early parts of 5 October 2017 that Mr. Walker had indicated that if 6 Ms. Dawson talked down to Carol Walker again it would not 7 end well for Ms. Dawson? 8 A I'm not aware of that. 9 Q Do you know if anyone at poultry is aware of 10 that? 11 A I have not had conversations with anyone at 12 poultry around that. 13 Q If Mr. Staples' testimony is is that he 14 discussed that issue with Mr. Miller around October the 15 5th, 2017, does poultry have any evidence that would 16 dispute that? 17 A I do not. 18 Q Have you spoken to Mr. Miller about any 19 conversations between him and Mr. Staples regarding the 20 waffle expenses in and around the early part of 21 October 2017? 22 A I have. 23 Q What did Mr. Miller say to you about that topic? 24 A He said Mr. Staples had conveyed that, again, 25 there were waffle expenses, promotional expenses, other</p>

<p style="text-align: right;">Page 106</p> <p>1 expenses that were around a product that was not sold or 2 to be sold by Renaissance Man Food Service and should not 3 be expensed under Renaissance Man Food Service. 4 Q Who is -- is it Dion Bennett? 5 A It's Dion Bennett, yes. 6 Q What's Mr. Bennett's role with poultry? 7 A Ms. Bennett. 8 Q Excuse me, Miss. I apologize. 9 A Ms. Bennett does order entry for Simmons. 10 Q Do you know if she had communications with Mr. 11 Staples about these waffles that came to light in the 12 early part of October 2017? 13 A I have not spoken to Dion about her conversation 14 with Mr. Staples about waffles. 15 Q Is Vickie Goodman the supervisor of Ms. Bennett? 16 A She is. 17 Q Do you recognize any phone calls on Exhibit 14 18 between Ms. Vickie Goodman and Mr. Staples? 19 A I do not know Ms. Vickie's phone number. Again, 20 it's a small office. I will walk to her office. 21 Q Assume for me that Ms. Goodman's number is 22 (479)215-2296. There appear to be three phone calls with 23 Mr. Staples in the early part of October 2017 as reflected 24 in the exhibit, assuming that's her number. Do you agree 25 with that?</p>	<p style="text-align: right;">Page 108</p> <p>1 that, no. 2 Q Okay. You all finished looking at the exhibit? 3 MR. PARKER: For the record, Exhibit 15 is an 4 incomplete e-mail thread I'm going to hand the witness in 5 addition to the one page that's been marked as Exhibit 15. 6 MR. SIMMS: 153? 7 MR. PARKER: I'm going to hand him 153 which was 8 previously marked as Exhibit 13 which still does not 9 complete the exhibit but will allow the witness to have 10 more context what's being discussed. I'm showing you both 11 of these, but he's going to focus your attention on the 12 second page which is Exhibit 15. 13 THE WITNESS: Okay. 14 Q (BY MR. SIMMS) It's going to be the second 15 paragraph under the section number one from the operating 16 agreement or Exhibit 6. 17 A Okay. 18 Q It looks like to me in this exhibit or this 19 e-mail you drafted you now are citing another provision 20 from the memorandum of understanding or Exhibit 6, 21 correct? 22 A Let me make sure that's Exhibit 6. Yes, E1 of 23 Exhibit 6. 24 Q Then I really want to ask you about the second 25 paragraph here.</p>
<p style="text-align: right;">Page 107</p> <p>1 A I will take your information that that is her 2 number. 3 Q Has poultry spoken with Ms. Vickie about her 4 conversations with Mr. Staples regarding the waffles? 5 A I've not spoken to Vickie directly about her 6 conversations around the waffles. 7 Q All right. Exhibit 15, and the same thing, 8 there could be a string related to that, but I'm only 9 going to ask him about one particular section. And while 10 we're looking at that, when poultry hired Ms. Dawson, did 11 they inquire as to why she was leaving Renaissance Man? 12 (WHEREUPON, Exhibit 15 was marked for 13 identification.) 14 A It was conveyed to me that she left because she 15 wanted a job with benefits and she wanted a job with a 16 larger company that she had upward mobility and she went 17 on a completely different career path. She services 18 chickens for us, so she is outside and interacts with 19 growers and she felt like that was a better career path 20 for her. 21 Q Did it come up that she had been threatened by 22 Mr. Walker concerning an e-mail she had sent to Ms. Carol 23 Walker trying explain what aged accounts receivable meant 24 versus aged inventory? 25 A I was not made aware of any -- any concern like</p>	<p style="text-align: right;">Page 109</p> <p>1 A Okay. 2 Q It says, "I've been out of the business for a 3 while," that's what we discussed about when you went to 4 pet, you went to the pet division, then you come back to 5 poultry, correct? 6 A That's correct. 7 Q "There seems to have been several shifts in our 8 business practices." That's what I want to ask you about. 9 What -- can you expand on what several shifts in the 10 business practices you're referring to? 11 A There were shifts in expense reimbursement. It 12 had got -- we had tried to -- when I was involved in the 13 business prior, we had followed the Simmons policy on it 14 with -- where there had to be exceptions approved and it 15 seemed to be looser on what was being submitted and 16 approved to be paid. There were shifts that I was 17 learning about broker representation where there were 18 related parties, multiple related parties in the brokerage 19 and how that was getting handled and I can't remember what 20 else there was. I think there was something else. It was 21 -- but it was really around those, those two were concerns 22 of mine at the time. And shifts in, you know, how people 23 were treating folks within Simmons from Renaissance Man 24 Food Service and whether that was acceptable or not. 25 Q And that kind of goes back to the e-mails that</p>

<p style="text-align: right;">Page 110</p> <p>1 led into this?</p> <p>2 A Yes.</p> <p>3 Q Okay. Now, with respect to the broker shift</p> <p>4 that you just mentioned, does poultry understand that</p> <p>5 Julie Blanchard owned 50 percent of DSM3?</p> <p>6 A I had a thirdhand understanding of that but not</p> <p>7 firsthand.</p> <p>8 Q Did poultry understand that she got the first, I</p> <p>9 think it was \$125,000 money made by the broker before any</p> <p>10 went to Ms. Staples as an owner?</p> <p>11 A I have no knowledge of any expenses or external</p> <p>12 revenue other than what Ren Man paid the brokerage firm.</p> <p>13 Q Back to the memorandum of understanding,</p> <p>14 Exhibit 6?</p> <p>15 A Uh-huh.</p> <p>16 Q Did Mr. Herschel Walker get paid the first</p> <p>17 \$200,000 of monies before there was the distribution of</p> <p>18 profit calculation between poultry and H. Walker</p> <p>19 Enterprises and/or Renaissance Man Food Services?</p> <p>20 A Both the back office fee and Mr. Walker's fee</p> <p>21 were paid prior to any distribution and the distribution</p> <p>22 of the profit was net of those expenses.</p> <p>23 Q And what was Mr. Walker -- what function was he</p> <p>24 performing related to his 200,000?</p> <p>25 A He was Mr. Staples' direct supervisor, he was</p>	<p style="text-align: right;">Page 112</p> <p>1 my recollection and we are not equity partners, we're</p> <p>2 profit sharing partners.</p> <p>3 Q And so that statement there you realized was</p> <p>4 incorrect after you reviewed the memorandum of</p> <p>5 understanding?</p> <p>6 A Yes, sir.</p> <p>7 Q I don't necessarily care to mark this as an</p> <p>8 exhibit, but I'll show it to you. It's 155 and 156 and it</p> <p>9 deals with me asking the questions about having a meeting</p> <p>10 and I think you told me that there was no meeting until</p> <p>11 December the 12th, 2017?</p> <p>12 MR. PARKER: You're not marking this as an</p> <p>13 exhibit?</p> <p>14 MR. SIMMS: No.</p> <p>15 A Unless Herschel came to town, I do not have any</p> <p>16 recollection of going to Atlanta, Dallas or -- Atlanta or</p> <p>17 Dallas --</p> <p>18 Q (BY MR. SIMMS) I take it --</p> <p>19 A -- but I can't recall.</p> <p>20 Q I'm sorry, I didn't mean to interrupt. I take</p> <p>21 it that Ms. Kimmy is Mr. Todd Simmons' administrative</p> <p>22 assistant?</p> <p>23 A Yes, she is.</p> <p>24 Q She was working to try to schedule some meeting</p> <p>25 times it appears from this document, but that never took</p>
<p style="text-align: right;">Page 111</p> <p>1 CEO of the company, he was active, at least when I was</p> <p>2 involved prior and still coming back, he was active in</p> <p>3 sales of product. He went to food shows early on and</p> <p>4 spent a tremendous amount of time helping build the brand,</p> <p>5 the business brand, went on multiple customer calls. He</p> <p>6 was a very active member of the management team.</p> <p>7 Q Poultry would not know what Julie Blanchard was</p> <p>8 doing with respect to her \$125,000, correct?</p> <p>9 A Poultry had no interaction with DSM.</p> <p>10 Q Going on, this paragraph here you say, "As an</p> <p>11 equity partner" --</p> <p>12 MR. PARKER: Are you referring to the paragraph</p> <p>13 that begins, "I've been out of the business" on</p> <p>14 Exhibit 15?</p> <p>15 Q (BY MR. SIMMS) Yes, right. It looks like it's</p> <p>16 the third sentence. "As an equity partner," do you see</p> <p>17 that?</p> <p>18 A That was a misstatement.</p> <p>19 Q Okay. What's the misstatement about that?</p> <p>20 A We did not own any equity in Renaissance Man</p> <p>21 Food Service. We shared profit, we did not own equity.</p> <p>22 Q How could you make that mistake?</p> <p>23 A I was writing this from recollection and I'd</p> <p>24 been out of the business five years and after I went back</p> <p>25 and reviewed the memorandum of understanding I clarified</p>	<p style="text-align: right;">Page 113</p> <p>1 place as far as you recall?</p> <p>2 A They may have. I do not recall that meeting</p> <p>3 taking place.</p> <p>4 Q All right. Would it be fair to say that after</p> <p>5 you came back on board in mid December 2016, you began</p> <p>6 communicating with Mr. Walker in writing that we have gone</p> <p>7 through? Whatever issues you wanted to address, they were</p> <p>8 not as significant at that point in time to force a</p> <p>9 meeting until December 12, 2017?</p> <p>10 A It would be fair, yes, that would be -- that</p> <p>11 would be accurate.</p> <p>12 Q And would the concerns that Mr. Staples began</p> <p>13 bringing to the attention of poultry in October of 2017</p> <p>14 expedite the need for a meeting between poultry with H.</p> <p>15 Walker Enterprises and/or Renaissance Man?</p> <p>16 A The behavior and the description of the</p> <p>17 interaction between Mr. Staples and Mr. Walker from Mr.</p> <p>18 Staples was the impetus for the meeting in December of</p> <p>19 2017.</p> <p>20 Q All right.</p> <p>21 A Not necessarily the subject matter, but the way</p> <p>22 he described their relationship sourly.</p> <p>23 Q Let's talk about the October, I want to say it</p> <p>24 was October 23rd or 24th, you schedule a meeting or</p> <p>25 conference call and you did it through your computer</p>

<p style="text-align: right;">Page 114</p> <p>1 system, correct, the meeting?</p> <p>2 A Correct.</p> <p>3 Q What necessitated you doing that?</p> <p>4 A There was a request from Mr. Staples for</p> <p>5 follow-up on the waffle issue, if I recall correctly, and</p> <p>6 other general business issues between poultry and</p> <p>7 Renaissance Man Food Service.</p> <p>8 Q I know there's a document that deals with that</p> <p>9 and I'm going to find it, but what is your recollection as</p> <p>10 to who all was invited to that meeting or conference call?</p> <p>11 A I will have to review that document.</p> <p>12 Q All right. That's fine.</p> <p>13 A I know there was one phone call with Chip and</p> <p>14 myself and another one included Matt.</p> <p>15 Q While I'm looking, did you initiate that meeting</p> <p>16 or did Matt Free initiate that meeting?</p> <p>17 A Matt Free requested that a meeting occur after</p> <p>18 conversations with Mr. Staples.</p> <p>19 Q What is -- what was Mr. Free's position with the</p> <p>20 company at the time?</p> <p>21 A He is a -- what you call a salesperson, but he's</p> <p>22 a national sales account -- or director of national</p> <p>23 accounts manager. He's a salesperson for us.</p> <p>24 Q Does he report to Chris -- I mean Chip Miller?</p> <p>25 A He does.</p>	<p style="text-align: right;">Page 116</p> <p>1 A Okay.</p> <p>2 Q All right. This starts off, this document --</p> <p>3 have you had a chance to look at it?</p> <p>4 A I have.</p> <p>5 Q All right. It's an invitation and it says,</p> <p>6 "Call in to discuss Ren Man concerns." It appears -- did</p> <p>7 you create this or did Mr. Chip Miller initiate the</p> <p>8 invitation?</p> <p>9 A My name is in parentheses, so I would have</p> <p>10 created it.</p> <p>11 Q All right. And it looks like you invited</p> <p>12 certain persons to participate in that call, correct?</p> <p>13 A I take this back, Chip Miller -- under the --</p> <p>14 Chip Miller is the organizer, so the parentheses was it</p> <p>15 was printed from my e-mail, so Chip created it.</p> <p>16 Q And he created it on October 23, 2017 at 5 p.m.</p> <p>17 in the afternoon?</p> <p>18 A That's what it appears, yes.</p> <p>19 Q It looks like he's using Google or calendar to</p> <p>20 --</p> <p>21 A He is.</p> <p>22 Q -- create that, correct?</p> <p>23 A Yes.</p> <p>24 Q Okay. And the people who are invited are you,</p> <p>25 Mr. Miller, David Rose, John Staples and Matt Free; is</p>
<p style="text-align: right;">Page 115</p> <p>1 Q Okay. Had either Mr. Free or Mr. Miller or Mr.</p> <p>2 Staples brought to your attention prior to the</p> <p>3 October 23rd or 24th, we're going to find it in a minute,</p> <p>4 conference call an incident involving HM Host?</p> <p>5 A I remember vague discussions around HM Host, but</p> <p>6 I do not -- I don't recall the specifics.</p> <p>7 Q Was HM Host a customer of Simmons?</p> <p>8 A I don't recall.</p> <p>9 Q Does poultry have knowledge that there was a</p> <p>10 meeting, a sales meeting being attended by Mr. Free when</p> <p>11 an employee of H. Walker Enterprises by the name of George</p> <p>12 Fiorelli showed up at the meeting?</p> <p>13 A I do recall that being conveyed.</p> <p>14 Q Do you know how Mr. Fiorelli was being paid as</p> <p>15 an employee of H. Walker Enterprises?</p> <p>16 A I do not.</p> <p>17 Q Did Mr. Free or Mr. Staples or Mr. Miller convey</p> <p>18 to you what happened when Mr. Fiorelli showed up at that</p> <p>19 meeting with HM Host?</p> <p>20 A They conveyed there was some confusion that was</p> <p>21 added to the meeting, but I don't recall any specifics</p> <p>22 beyond that.</p> <p>23 Q All right. 123, Exhibit 16.</p> <p>24 (WHEREUPON, Exhibit 16 was marked for</p> <p>25 identification.)</p>	<p style="text-align: right;">Page 117</p> <p>1 that correct?</p> <p>2 A That's correct.</p> <p>3 Q And then it also indicates that Mr. Miller is</p> <p>4 the organizer?</p> <p>5 A Yes.</p> <p>6 Q Okay. Who is David Rose?</p> <p>7 A He's our vice president of marketing.</p> <p>8 Q And why was he being included in this conference</p> <p>9 call?</p> <p>10 A Because Chip and David both are routinely</p> <p>11 engaged with sales issues of product being sold from</p> <p>12 Simmons to a customer.</p> <p>13 Q And is Matt Free being included for what reason?</p> <p>14 A Matt was the salesperson from Simmons that was</p> <p>15 given the responsibility to represent Simmons to</p> <p>16 Renaissance Man and work with Mr. Staples.</p> <p>17 Q All right. Up here at the top, the word</p> <p>18 concerns is plural and my question to you is what were the</p> <p>19 concerns to be discussed?</p> <p>20 A I do not recall the exact concerns of this</p> <p>21 meeting.</p> <p>22 Q Do you recall if Mr. Matt Free expressed concern</p> <p>23 related to the George Fiorelli incident with HM Host?</p> <p>24 A I do recall Matt conveying a sales call where</p> <p>25 there was confusion. That's really the extent of it that</p>

<p style="text-align: right;">Page 118</p> <p>1 I recall.</p> <p>2 Q Was the issue of telemarketers being hired and</p> <p>3 working for H. Walker Enterprises brought up as a concern</p> <p>4 for this conference call?</p> <p>5 A I do now -- since you brought it up, I do recall</p> <p>6 Mr. Staples conveying concerns that in his mind</p> <p>7 individuals who were not qualified to conduct</p> <p>8 telemarketing were being employed to do so.</p> <p>9 Q And was there a concern brought up concerning</p> <p>10 Mr. Herschel Walker's niece working as an employee of H.</p> <p>11 Walker Enterprises and calling on customers?</p> <p>12 A I don't specifically recall that.</p> <p>13 Q Was there a concern brought up that H. Walker</p> <p>14 Enterprises was trying to expand its revenue base or</p> <p>15 revenue stream and decrease the revenue platform or</p> <p>16 revenue streams for Renaissance Man?</p> <p>17 A Mr. Staples expressed that concern and I believe</p> <p>18 it was in this phone call, yes. As I previously testified</p> <p>19 to, he did express concern that he thought there was a</p> <p>20 broader plan to move volume from H. Walker -- I mean, from</p> <p>21 Renaissance Man Food Service into H. Walker Enterprises.</p> <p>22 Q Did Mr. Staples raise a concern that was</p> <p>23 discussed during this conference call that he had been</p> <p>24 being pressured by Mr. Eisenman and Mr. Walker to expand</p> <p>25 H. Walker Enterprises?</p>	<p style="text-align: right;">Page 120</p> <p>1 this is being expressed to poultry?</p> <p>2 A Yes, that there was activity and it was creating</p> <p>3 confusion.</p> <p>4 Q And it's not only being brought to the attention</p> <p>5 of poultry by Mr. Staples, it's being brought by Mr. Matt</p> <p>6 Free, correct?</p> <p>7 A Mr. Matt Free was conveying that it was creating</p> <p>8 confusion among the customer base not dissimilar to the</p> <p>9 Walker Foods/Renaissance Man that we had early on with</p> <p>10 Mr. Rogers that we ended up consolidating so that we had</p> <p>11 clarity.</p> <p>12 Q Had, prior to October 24, 2017, had Mr. Jeff</p> <p>13 Pearce with Sysco made complaint to either Mr. Staples or</p> <p>14 Mr. Free or to Mr. Blaine Walker or Renaissance Man</p> <p>15 concerning being contacted by someone saying they were</p> <p>16 acting on behalf of H. Walker Enterprises, LLC?</p> <p>17 A Mr. Staples did share an e-mail from Mr. Pearce</p> <p>18 asking or questioning what was that contact about and</p> <p>19 Mr. Staples had a response of that that was why this type</p> <p>20 of thing shouldn't happen.</p> <p>21 Q What other concerns were there to be discussed</p> <p>22 other than what we have talked about so far?</p> <p>23 A That -- that is all that I recall.</p> <p>24 Q What about the waffles?</p> <p>25 A I'll have to look at the -- go back and review</p>
<p style="text-align: right;">Page 119</p> <p>1 A I don't recall Mr. Staples ever conveying that</p> <p>2 he was active in trying to expand H. Walker Enterprises.</p> <p>3 Q Or that he had been instructed or directed by</p> <p>4 Mr. Eisenman or Mr. Walker to find other revenue sources</p> <p>5 for H. Walker Enterprises?</p> <p>6 A I have no recollection of Mr. Staples ever</p> <p>7 conveying that.</p> <p>8 Q All right. Would the involvement of George -- I</p> <p>9 can't even pronounce his name, Fiorelli, the presence of</p> <p>10 telemarketers and the niece and now the involvement of</p> <p>11 Julie Blanchard be consistent with the expansion of H.</p> <p>12 Walker Enterprises?</p> <p>13 A I don't -- frankly, I don't know because I</p> <p>14 didn't know as Simmons Prepared Foods, I had no knowledge</p> <p>15 of the scope or size of H. Walker Enterprises or the</p> <p>16 activity of it prior to that meeting or post that meeting.</p> <p>17 Q Had -- is this the first time in October of 2017</p> <p>18 that Matt Free and/or Mr. Staples began raising concerns</p> <p>19 involving people acting or seeking to act on behalf of H.</p> <p>20 Walker Enterprises starting to interact with the customers</p> <p>21 of the relationship between poultry and H. Walker</p> <p>22 Enterprises and/or Renaissance Man Food Services?</p> <p>23 A To my recollection, this is the first time that</p> <p>24 Mr. Staples brought that to our attention.</p> <p>25 Q So there's obviously some activity going on and</p>	<p style="text-align: right;">Page 121</p> <p>1 my notes of the timing of when the waffle came out. This</p> <p>2 was post the waffle -- the waffle -- John brought up the</p> <p>3 waffle deal every time I spoke with him after Carmen had</p> <p>4 brought it to our attention.</p> <p>5 Q It didn't come up again during this discussion?</p> <p>6 A No, John did bring it up every time I spoke with</p> <p>7 him. He told the story every time.</p> <p>8 Q All right. I gotcha. Having heard about George</p> <p>9 -- I can't pronounce his name, Fiorelli, the</p> <p>10 telemarketers, the niece, did poultry do an investigation</p> <p>11 to see if the Savannah office had submitted a request for</p> <p>12 monies that might have related to funding of the salaries</p> <p>13 or compensation of these individuals to poultry?</p> <p>14 A Well, one, poultry would not be funding it.</p> <p>15 They would be a Renaissance Man Food Service expense which</p> <p>16 is not a poultry expense, it's a Renaissance Man expense.</p> <p>17 And I am unaware of any investigation. If John, as the</p> <p>18 general manager, felt like he was being burdened with</p> <p>19 expenses that were not commensurate with his sales</p> <p>20 activity, then he could have asked us as a back office to</p> <p>21 detail that, but I don't -- I don't know of any</p> <p>22 investigation, no.</p> <p>23 Q All right. Since January the 1st of 2018, has</p> <p>24 poultry conducted an investigation to see if H. Walker</p> <p>25 Enterprises and/or Renaissance Man has submitted any</p>

<p style="text-align: right;">Page 122</p> <p>1 requests for payments or reimbursement of monies related 2 to the hiring of employees of H. Walker Enterprises? 3 A I'm not aware of any detailed investigation nor 4 am I aware of any expenses. 5 Q All right. So can you recall everything that 6 was discussed during the conference call on October 24, 7 2017? 8 A I do not have notes of every detail that was 9 discussed, but to the best of my recollection, we've 10 covered it. 11 Q From what you had learned either in speaking 12 with Mr. Staples, we've established you and he had some 13 phone calls, you spoke to Ms. Carmen Seal, you spoke to 14 Mr. Chip Miller, you may or may not have spoken with 15 Ms. Dion Bennett and/or Ms. Vickie Goodman, but you 16 certainly had spoken with Mr. Free and Mr. Staples and 17 Mr. Miller as of October 24, 2017, correct? 18 A Correct. 19 Q Did you then take those concerns and place those 20 in a communication to Mr. Walker? 21 A From this meeting and in this meeting, I 22 conveyed to Mr. Staples that I would reach out to 23 Mr. Walker and try to gain some clarity of what activity 24 should be occurring, where they should be occurring and 25 how we should go about doing it, and I had made a list of</p>	<p style="text-align: right;">Page 124</p> <p>1 correct? 2 A That is correct. 3 Q And Mr. Free identifies himself as being 4 director of new business development? 5 A Okay. 6 Q Is that his position? 7 A We retitled some people in that transition 8 period when I was out of poultry, so if that's what he's 9 got on his e-mail, that is his title. 10 Q All right. And it looks like he e-mails 11 Mr. Staples and Mr. Blaine Walker and gives them an 12 updated pricing for bone-in wings and when that may take 13 effect; is that correct? 14 A That's correct. 15 Q Who is Davaughn Jackson? 16 A He works in marketing under Tracie, who works 17 under David Rose, and he is assigned to the Renaissance 18 Man Food Service account supporting Matt Free. 19 Q And Tracie? 20 A Tracie is Davaughn's manager. 21 Q Is she related to the in-house lawyer for 22 poultry or Simmons Foods? 23 A That is his wife. 24 Q Okay. Your family members work for the company? 25 A My son interns.</p>
<p style="text-align: right;">Page 123</p> <p>1 things that we would try to resolve, which then I wrote an 2 e-mail to Mr. Walker requesting a meeting and focusing on 3 those issues. 4 Q Before we get into that, let me show you 5 documents Simmons 124 and 125 which will be Exhibit 17. 6 Have you had an opportunity to review the document? 7 (WHEREUPON, Exhibit 17 was marked for 8 identification.) 9 A I have. 10 Q It looks like at the bottom, it looks like this 11 is two e-mails. The first one appears to be from Mr. Matt 12 Free. Down at the bottom of page 124, it starts there. 13 Parts of it looks like are over on 125. It looks like 14 that e-mail is dated October 23rd at 5:46 in the afternoon 15 and it's addressed to Mr. Staples, to Blaine Walker at 16 Renaissance Man, Davaughn Jackson and Tracie McEachern? 17 A McEachern. 18 Q McEachern, I'm sorry. My eyesight's not too 19 good. That is an r-n, okay. And then the top one 20 is Mr. Free forwarding some stuff on again to Mr. Miller, 21 David Rose and Mr. Jackson and you, correct? 22 A Correct. 23 Q All right. The e-mail that Mr. Free sends on 24 the 23rd, that's the day prior to the scheduling of the 25 concern regarding Renaissance Man of October 24, 2017,</p>	<p style="text-align: right;">Page 125</p> <p>1 Q Okay. 2 A At 18, yes. 3 Q All right. It looks like when Mr. Free sends 4 the e-mail at the top and it's only to Mr. Miller, 5 Mr. Rose and you, it doesn't include Mr. Staples or 6 Mr. Blaine Walker, correct? 7 A Correct. 8 Q It comes on the evening after the October 24, 9 2017 phone conference regarding concerns regarding 10 Renaissance Man, correct? 11 A Correct. 12 Q And he starts it of by saying, "Well," and to me 13 I read the word well is like look what just happened that 14 we've been discussing things about today. Do you 15 interpret that the same way? 16 A Not necessarily if you know Matt. 17 Q All right. He says, "Well, I just received a 18 call from Herschel in reference to this newly updated 19 pricing." Is that what he says? 20 A It is. 21 Q So would you take that to mean that someone had 22 forwarded his, being Mr. Free's communication from the day 23 before, to Mr. Walker? 24 A Yes. 25 Q Or has discussed that with him?</p>

<p style="text-align: right;">Page 126</p> <p>1 A I took it that as well.</p> <p>2 Q All right. And then he says, "He kindly</p> <p>3 informed." Why does he quantify how he was informed --</p> <p>4 MR. PARKER: Objection, calls for speculation.</p> <p>5 Q (BY MR. SIMMS) -- by "kindly"?</p> <p>6 A If you knew Matt, that is how he talks.</p> <p>7 Q Okay.</p> <p>8 A So it's not out of the norm.</p> <p>9 Q He says, "He," referring to Mr. Walker, "kindly</p> <p>10 informed him that we have an arrangement contract in place</p> <p>11 where we," RMFS, maybe that should have been Simmons,</p> <p>12 "share in the profits and if we're," Simmons, "is going to</p> <p>13 raise this pricing, then we," maybe he's quoting what</p> <p>14 Mr. Walker is saying, "Renaissance Man will need to stop</p> <p>15 sharing the profits with Simmons." So Mr. Free is</p> <p>16 informing you, Mr. Miller and Mr. Rose that Mr. Walker</p> <p>17 indicates that if you all increase these costs, he's going</p> <p>18 to do away with the profit sharing agreement on that</p> <p>19 memorandum of understanding which is Exhibit Number 6,</p> <p>20 correct?</p> <p>21 A That is what it says.</p> <p>22 Q That's a threat, isn't it?</p> <p>23 A I took it as Mr. Walker expressing concern about</p> <p>24 the price increase and frustration about how it was</p> <p>25 conveyed and what was conveyed to him.</p>	<p style="text-align: right;">Page 128</p> <p>1 e-mail to Mr. Walker the day after the conference call?</p> <p>2 A Because Mr. Staples had expressed concern about</p> <p>3 the ongoing business activities of Renaissance Man and how</p> <p>4 it was structured between Simmons and Renaissance Man,</p> <p>5 which was what he was managing, the Renaissance Man Food</p> <p>6 Service, and I had committed to follow up with Mr. Walker</p> <p>7 and reach clarity of those issues that were causing</p> <p>8 contention between -- potential contention between Simmons</p> <p>9 and Renaissance Man, as well as trying to address the</p> <p>10 souring relationship between Mr. Staples and Mr. Walker</p> <p>11 which was equally concerning for the business from an</p> <p>12 ongoing perspective.</p> <p>13 Q Did Mr. Staples share with you in the early part</p> <p>14 of October up to October 24, 2017 that he had participated</p> <p>15 and had been requested by Ms. Blanchard and/or Mr. Walker</p> <p>16 to make a presentation to Jett Food convenience stores in</p> <p>17 the state of Georgia regarding waffles?</p> <p>18 A He did convey the waffle -- the potential sale</p> <p>19 to Jett Foods.</p> <p>20 Q Did he share with you or anyone to your</p> <p>21 knowledge at poultry that after meeting with David Ursary</p> <p>22 of Jett Foods in the state of Georgia that outside of</p> <p>23 Mr. Walker and/or Ms. Blanchard expressed displeasure with</p> <p>24 Mr. Staples regarding what he had presented to Jett Foods?</p> <p>25 A Can you rephrase or clarify what you asked?</p>
<p style="text-align: right;">Page 127</p> <p>1 Q You didn't take it as a threat?</p> <p>2 A I didn't take it as a threat.</p> <p>3 Q Okay. So now, was this pricing discussed during</p> <p>4 the conference on the 24th or is this something new</p> <p>5 regarding concern related to Renaissance Man and/or H.</p> <p>6 Walker Enterprises?</p> <p>7 A I don't recall whether it specifically came up.</p> <p>8 If it did, it would have been Matt would have mentioned it</p> <p>9 that he had passed along the price increase.</p> <p>10 Q Right.</p> <p>11 A That was during a period of time where we,</p> <p>12 Simmons Foods, was reviewing pricing for all customers,</p> <p>13 benchmarking them to external sources and adjusting</p> <p>14 pricing to all customers to make sure we were market</p> <p>15 competitive.</p> <p>16 Q I'm getting there, but you did send an e-mail to</p> <p>17 Mr. Walker on October the, was it the 25th, the next day</p> <p>18 after the conference call on the 24th?</p> <p>19 A That seems about right. Yes, I did send a</p> <p>20 follow-up as I discussed in that call.</p> <p>21 Q Did you make separate notes related to that</p> <p>22 call?</p> <p>23 A If I did on a notepad, it has long been</p> <p>24 disposed.</p> <p>25 Q All right. What was your purpose in sending the</p>	<p style="text-align: right;">Page 129</p> <p>1 Q That -- I'm trying to think of another way I can</p> <p>2 ask it. Did Mr. Staples convey or communicate to you or</p> <p>3 to Mr. Miller that you learned about or anyone else at</p> <p>4 poultry that after making the presentation to the</p> <p>5 representative, Mr. Ursary for Jett Foods, that outside in</p> <p>6 his yard Mr. Walker and Ms. Blanchard had, for lack of a</p> <p>7 better word, chastised Mr. Staples related to that</p> <p>8 presentation?</p> <p>9 A I don't recall that specific conversation, but</p> <p>10 there was a -- like I said, there were a multitude of</p> <p>11 stories that Mr. Staples conveyed around waffles and they</p> <p>12 repeated themselves and so I can't tell you whether I</p> <p>13 heard every word that he said.</p> <p>14 Q Did Mr. Staples or from any source you learn</p> <p>15 from anyone else at poultry express that it had become</p> <p>16 apparent with respect to the Jett Foods waffles that</p> <p>17 Mr. Walker realized that Mr. Staples would no longer allow</p> <p>18 H. Walker Enterprises or Renaissance Man to expense things</p> <p>19 to poultry and not share with them the profit of the</p> <p>20 product?</p> <p>21 A Again, there was no expense to poultry, so as</p> <p>22 you worded the question, there was never an expense to</p> <p>23 poultry. The expenses all went to Renaissance Man Food</p> <p>24 Service.</p> <p>25 Q But there was an attempt, were there not, sir,</p>

Page 130

1 by H. Walker Enterprises and/or Renaissance Man to expense  
 2 the promotional items related to the Jett Food waffles to  
 3 poultry?  
 4 A No, sir, there was never an attempt to submit it  
 5 to poultry.  
 6 Q Didn't Carol Walker submit to Carmen Seal a  
 7 request for monies and the backup included the Jet Food  
 8 displays and promotional items?  
 9 A She did, she submitted that to Carmen to pay on  
 10 behalf of Renaissance Man Food Service.  
 11 Q And it was stopped?  
 12 A But it was never submitted to poultry.  
 13 Q But if it had been paid, that's less profit that  
 14 would have gone to poultry to share in?  
 15 A It was \$7,200, and had that been paid,  
 16 35 percent of the \$7,200 would have -- the profit sharing  
 17 would have been reduced by 35 percent of \$7,200.  
 18 Q But it was also consistent with concerns that  
 19 Mr. Staples was making related to what he was seeing, a  
 20 change in H. Walker Enterprises increasing its volume and  
 21 decreasing its volume with Renaissance Man, correct?  
 22 A That was the perception that Mr. Staples  
 23 conveyed in our discussions.  
 24 Q And that's also occurring consistent with George  
 25 Fiorelli appearing in an event on behalf of H. Walker

Page 131

1 Enterprises, correct?  
 2 A It was never strung together like that, but,  
 3 okay, in my presence.  
 4 Q It was around the end of 2017 it was happening,  
 5 right?  
 6 A It was.  
 7 Q The niece of Mr. Walker is calling on Sysco as a  
 8 representative of H. Walker Enterprises, correct?  
 9 A Yes, so you conveyed. I don't recall the niece  
 10 discussions.  
 11 Q The telemarketers?  
 12 A Yes.  
 13 Q That happened in 2017, correct?  
 14 A Correct.  
 15 Q And at some point in time, Ms. Blanchard gets  
 16 involved and is acting on behalf of H. Walker Enterprises,  
 17 correct?  
 18 A Correct.  
 19 Q And that's all in 2017?  
 20 A It is. But I don't know the extent of H. Walker  
 21 Enterprises and what other business activities that  
 22 Mr. Walker has.  
 23 Q And poultry didn't know what percentage  
 24 Renaissance Man made of the revenue for H. Walker  
 25 Enterprises either; is that correct?

Page 132

1 A Poultry didn't know the percentage of revenue --  
 2 Q That Renaissance Man contributed as a subsidiary  
 3 owned 100 percent by H. Walker Enterprises to the revenue  
 4 of H. Walker Enterprises?  
 5 A Yeah, I have no knowledge of what -- I have  
 6 knowledge of Renaissance Man Food Service. I have no  
 7 knowledge of the size or scope of H. Walker Enterprises or  
 8 any other activities of H. Walker Enterprises.  
 9 Q And if in 2015 it was communicated by poultry to  
 10 Mr. Walker that poultry in the future may bid direct with  
 11 Sysco, that would put an end to Renaissance Man, correct?  
 12 A That is incorrect. There are -- Renaissance Man  
 13 existed prior to the relationship with Simmons. It  
 14 existed under Tyson Foods and Tyson Foods sold direct and  
 15 Mr. Staples managed for Tyson Foods and Tyson sold direct  
 16 to Sysco and there were sales under Renaissance Man to  
 17 Sysco so it would not necessarily put an end to  
 18 Renaissance Man Food Service.  
 19 Q Does poultry know what was motivating Mr. Walker  
 20 to increase the volume in H. Walker Enterprises, decrease  
 21 the volume in Renaissance Man?  
 22 MR. KING: Objection.  
 23 MR. PARKER: You're assuming facts not in  
 24 evidence.  
 25 MR. KING: Thank you.

Page 133

1 A I have yet to see any evidence that there was  
 2 any decrease in volume in Renaissance Man Food Service.  
 3 All that has been presented to me was an increase of sales  
 4 of waffles which is in addition to activity that existed  
 5 within Renaissance Man Food Service that was happening  
 6 under H. Walker Enterprises which is new business and a  
 7 new product line in a different entity.  
 8 Q (BY MR. SIMMS) You read the transcript of the  
 9 meeting of December 27th with Mr. Staples and you are  
 10 aware that Mr. Walker had offered Robert Thurber's son an  
 11 ownership interest in Renaissance Man if Mr. Thurber could  
 12 get minority business through Tyson, correct?  
 13 A I did read that, yes.  
 14 Q Would that be an expansion?  
 15 A That would have been an expansion and a  
 16 significant change to our memorandum of understanding.  
 17 Q What about with respect to selling to US Foods,  
 18 would that have been in violation of the memorandum of  
 19 understanding?  
 20 A It depends on the product that was sold.  
 21 Q What if it was a Sysco brand, a Famous 34  
 22 product?  
 23 A Of poultry, pork?  
 24 Q Waffle?  
 25 A Waffle?

<p style="text-align: right;">Page 134</p> <p>1 Q Anything under Famous 34?</p> <p>2 A This venture was really focused on selling</p> <p>3 poultry and other proteins and then there was a side</p> <p>4 business of biscuits that really didn't amount to much,</p> <p>5 but this entity was really set up around the proteins. If</p> <p>6 Mr. Walker and Mr. Staples wanted to expand the offering</p> <p>7 of this business and leverage the infrastructure that's</p> <p>8 already in place, then great. If they chose to create</p> <p>9 another business to handle those other activities, that</p> <p>10 was his right.</p> <p>11 Q US Foods is a competitor of Sysco?</p> <p>12 A It is.</p> <p>13 Q To poultry's knowledge, did Sysco consider the</p> <p>14 Famous 34 brand to be unique or exclusive to Sysco?</p> <p>15 A I don't -- I'm not aware that they viewed it as</p> <p>16 exclusive, especially after we transitioned that product</p> <p>17 to Sysco Classic.</p> <p>18 Q All right. 157.</p> <p>19 MR. PARKER: I just want to note this appears to</p> <p>20 be an incomplete e-mail chain, that there are messages not</p> <p>21 included with it.</p> <p>22 MR. SIMMS: Do you know what document those are</p> <p>23 on?</p> <p>24 MR. PARKER: I do not.</p> <p>25 MR. SIMMS: It looks like here, I guess it goes</p>	<p style="text-align: right;">Page 136</p> <p>1 at. It might be a good time to do that.</p> <p>2 (Short break from 2:09 p.m. to 2:21 p.m.)</p> <p>3 Q (BY MR. SIMMS) All right. Mr. Jackson, Exhibit</p> <p>4 -- did we make an exhibit number already?</p> <p>5 A 18.</p> <p>6 Q All right. This appears to start off with your</p> <p>7 October 25th, 2017 e-mail to Mr. Walker and to his</p> <p>8 attorney, Mr. Eisenman, correct?</p> <p>9 A That is correct.</p> <p>10 Q All right. You wrote this the day after the</p> <p>11 October 24, 2017 conference call meeting, correct?</p> <p>12 A That is correct.</p> <p>13 Q And it starts out, it deals with Renaissance Man</p> <p>14 board meeting and it's from you, it's to Mr. Herschel</p> <p>15 Walker, his attorney, you copy Simmons' attorney, correct?</p> <p>16 A That is correct.</p> <p>17 Q All right. You talk about being back in poultry</p> <p>18 and then really I want to ask you mostly about the second</p> <p>19 paragraph. It says, "There are concerning comments,</p> <p>20 though I'm hearing secondhand about the desire to continue</p> <p>21 our arrangement (or if there truly is an arrangement)."</p> <p>22 Who are the comments coming from that you say you've</p> <p>23 learned secondhand?</p> <p>24 A It was from the e-mail and the conversations</p> <p>25 with Matt Free on October 24th referring to that he had</p>
<p style="text-align: right;">Page 135</p> <p>1 through 161. Do you want to add those to it?</p> <p>2 MR. PARKER: I think it's still not complete,</p> <p>3 though.</p> <p>4 MR. SIMMS: What do you think is after that?</p> <p>5 MR. PARKER: It shows at the bottom of this</p> <p>6 there's a message from Herschel to David Jackson on</p> <p>7 November 29th, but then we don't have the text of that</p> <p>8 message.</p> <p>9 MR. SIMMS: That's 161 and here's 162, tell me</p> <p>10 if it matches up with it.</p> <p>11 MR. PARKER: Okay. It must just be as produced</p> <p>12 that the entire chain isn't complete then.</p> <p>13 MR. SIMMS: I mean, I looked at it before I</p> <p>14 handed it to you because this didn't look like it went</p> <p>15 with it. You tell me.</p> <p>16 MR. PARKER: Let me see your stapler. Remember</p> <p>17 these go in reverse order.</p> <p>18 THE WITNESS: And it will put the signature</p> <p>19 sometimes at the bottom of everything.</p> <p>20 MR. PARKER: For the record, Exhibit 18 now</p> <p>21 consists of Simmons 157 through 161.</p> <p>22 (WHEREUPON, Exhibit 18 was marked for</p> <p>23 identification.)</p> <p>24 MR. SIMMS: I'm going to run to the men's room</p> <p>25 since that's quite a few documents maybe for you to look</p>	<p style="text-align: right;">Page 137</p> <p>1 received a phone call from Herschel, that Herschel felt</p> <p>2 like he could change the profit sharing based on a price</p> <p>3 increase and that would have been a material change in our</p> <p>4 agreement and if I recall in the verbal conversation with</p> <p>5 Matt, he also conveyed that there was a comment made about</p> <p>6 the agreement not being signed so it was not in force so</p> <p>7 it could be changed at will.</p> <p>8 Q Then you have another paragraph here, "In</p> <p>9 addition, there are invoices being submitted from other</p> <p>10 entities (H.W. Foods), expenses to RMFS to pay for items</p> <p>11 RMFS does not support." What do you mean by that?</p> <p>12 A That was the -- the promotional material and</p> <p>13 other things for the waffles, the \$7,200 that's been in --</p> <p>14 that we have discussed repeatedly.</p> <p>15 Q Any other invoices being submitted?</p> <p>16 A None that I'm aware of.</p> <p>17 Q When you say invoices being submitted, are you</p> <p>18 referring to Carol Walker in the Savannah office</p> <p>19 submitting some type of request to Carmen Seal with</p> <p>20 poultry?</p> <p>21 A Yes, an invoice was submitted to Carmen to pay</p> <p>22 on behalf of Renaissance Man Food Service.</p> <p>23 Q And when you use the words H.W. Foods, are you</p> <p>24 meaning to refer to H. Walker Enterprises, LLC?</p> <p>25 A That's correct.</p>

<p style="text-align: right;">Page 138</p> <p>1 Q Okay. It says, "These are both very concerning 2 to hear, raise questions about how the business is being 3 operated." Okay. Do you know if after Mr. Walker 4 received your e-mail, if he inquired of Mr. Staples about 5 who was sharing information with poultry regarding the 6 submission of invoices?</p> <p>7 A I did get a text from John asking about the -- 8 saying that Herschel had texted him asking about the 9 meeting. I don't recall the invoice -- there was a 10 question about the invoice, but it was submitted to Carmen 11 to pay so we would have known it by the mere fact that we 12 questioned it when it was submitted, we did know it.</p> <p>13 Q Let me show you what I'm going to mark as 14 Exhibit 19. This has not been produced yet, but it's 15 being produced today. It's a P&amp;L for January of 2017. 16 (WHEREUPON, Exhibit 19 was marked for 17 identification.)</p> <p>18 A Okay.</p> <p>19 Q It is six pages long.</p> <p>20 MR. PARKER: This is a P&amp;L for Ren Man?</p> <p>21 Q (BY MR. SIMMS) Yes. We asked for them in 22 discovery, but we didn't get them.</p> <p>23 Do you recognize -- do you recognize that 24 exhibit as an exemplar P&amp;L for Renaissance Man related to 25 the poultry Renaissance Man/H. Walker Enterprise</p>	<p style="text-align: right;">Page 140</p> <p>1 Q All right. Would this document be reflective in 2 an exemplar of the P&amp;L that Mr. Staples began creating as 3 part of the five, seven document we looked at earlier 4 today when he began managing the relationship between 5 poultry and H. Walker Enterprises or Renaissance Man?</p> <p>6 MR. PARKER: I'm just going to again object to 7 the misclarification of the witness' testimony. He's 8 clarified a couple of times now that Mr. Staples did not 9 manage the relationship between Simmons Prepared Foods and 10 Renaissance. His testimony has been consistent that Mr. 11 Staples' position was to serve as the general manager of 12 Renaissance. He's testified that he, himself, as the 13 board member from Simmons Prepared Foods and as the 14 president of Simmons Prepared Foods managed that 15 relationship. Subject to that objection, you can answer.</p> <p>16 A This document and other documents like that were 17 generated by the accounting staff at Simmons Prepared 18 Foods for Renaissance Man Food Service staff and 19 leadership to help them understand what -- how the 20 business was functioning.</p> <p>21 Q (BY MR. SIMMS) And is the document broken into 22 three parts, one is a total and then it's broken down by 23 Simmons produced product and then non-Simmons produced 24 product?</p> <p>25 A That is correct.</p>
<p style="text-align: right;">Page 139</p> <p>1 relationship as memorialized in Exhibit 6?</p> <p>2 A This is a -- this appears to be -- I'm assuming 3 it came from Simmons, correct?</p> <p>4 MR. PARKER: This comes from them.</p> <p>5 Q (BY MR. SIMMS) We produced it today.</p> <p>6 A You produced it today. It is consistent with -- 7 so I don't -- I don't know the numbers, but it is 8 consistent format with the reporting that would be 9 generated by the Oracle system that Simmons used to manage 10 the Renaissance Man Food Service financial information.</p> <p>11 Q And was that system, is that something that 12 Blair Staples and Jennifer Dawson would come in and input 13 data into from time to time?</p> <p>14 A I am unfamiliar with what they did.</p> <p>15 Q All right. Does that system require the entry 16 of data?</p> <p>17 A It does from an accounting perspective. It was 18 my understanding that Simmons staff did most of that.</p> <p>19 Q What about from a sales standpoint?</p> <p>20 A Those were -- that sales data is generated when 21 the product is shipped and invoiced and that was done by 22 Simmons personnel.</p> <p>23 Q Do you know if that was done by Jennifer Dawson 24 or Blair Staples?</p> <p>25 A I do not know.</p>	<p style="text-align: right;">Page 141</p> <p>1 Q And if there had been expenses expensed related 2 to non-product that were correctly accounted for and went 3 into a report, a manager could look at the document and if 4 there's a change in expenses might inquire as to what the 5 change was associated with?</p> <p>6 A The intention of the report is to help show 7 changes and then to flag that a general manager or other, 8 whoever is designated, should dig into the detail to 9 understand why there was a change in expense versus 10 revenue.</p> <p>11 Q All right. We'll come back to that document in 12 a moment. Let's keep going through Exhibit --</p> <p>13 MR. PARKER: 18.</p> <p>14 Q (BY MR. SIMMS) Is it 18?</p> <p>15 A 18.</p> <p>16 Q All right. You say from your perspective, are 17 you really meaning poultry's perspective? You're speaking 18 on behalf of Simmons' Prepared Foods, correct?</p> <p>19 A Correct.</p> <p>20 Q Simmons, and you really mean poultry; you don't 21 mean Simmons, the parent, do you?</p> <p>22 A And I need to clarify. Nelson helped me recall 23 we don't have a parent company, we have individual 24 companies. We operate as a parent leadership, but 25 technically Simmons Foods, Simmons Prepared Foods, Simmons</p>

<p style="text-align: right;">Page 142</p> <p>1 Pet Foods, they're all --</p> <p>2 Q Standalone --</p> <p>3 A -- they're not --</p> <p>4 Q -- corporations?</p> <p>5 A Standalone corporations, right.</p> <p>6 Q You don't have consolidated tax documents?</p> <p>7 A They're somewhat related. Can I defer to</p> <p>8 Nelson?</p> <p>9 MR. PARKER: He's not testifying.</p> <p>10 Q (BY MR. SIMMS) You can tell -- you can tell me</p> <p>11 later.</p> <p>12 A Anyway, they're --</p> <p>13 Q For my purposes, when you're using certain</p> <p>14 words, I want to make sure who you're referring to.</p> <p>15 A The only activity between Renaissance Man and a</p> <p>16 Simmons entity was with Simmons Prepared Foods.</p> <p>17 Q Okay.</p> <p>18 A I can clarify that.</p> <p>19 Q I gotcha. You say Simmons and Herschel entered</p> <p>20 into an agreement, then you say in parentheses, which was</p> <p>21 signed by you but not by Herschel and that Simmons has</p> <p>22 acted in accordance to that agreement for several years.</p> <p>23 Would it be that Simmons has acted in accordance with that</p> <p>24 agreement since sometime in late 2009, early 2010 up until</p> <p>25 the time you write this e-mail on October 25, 2017?</p>	<p style="text-align: right;">Page 144</p> <p>1 behaviors for both parties so Simmons can continue to</p> <p>2 build and execute our business plan for producing and</p> <p>3 selling chicken in the food service distributive and</p> <p>4 retail segments." Is that what you said?</p> <p>5 A It is.</p> <p>6 Q You say, "I'm certain both parties have</p> <p>7 adjustments they would like to see in an updated</p> <p>8 agreement." Did I read that correctly?</p> <p>9 A You did.</p> <p>10 Q Then you say, "Please let me know if you would</p> <p>11 like to propose adjustments to the agreement or would like</p> <p>12 for us to do so." Now, when you say adjustments to the</p> <p>13 agreement, are you referring to Exhibit 6?</p> <p>14 A Modifications to Exhibit 6.</p> <p>15 Q Okay. Then you say, "Ron," so now you're</p> <p>16 specifically addressing Mr. Eisenman who you know is the</p> <p>17 attorney for Mr. Walker and, again, is it your belief or</p> <p>18 poultry's belief that Mr. Eisenman prepared Exhibit 6?</p> <p>19 A He and I had negotiated back and forth on --</p> <p>20 with Mr. Walker being copied, but we had spent 12, 18</p> <p>21 months going back and forth on that.</p> <p>22 Q All right. You say, "Please forward me the</p> <p>23 foundation agreement you would like for us to begin with."</p> <p>24 Are you seeking a new, different agreement or are you</p> <p>25 referring back to perhaps that one?</p>
<p style="text-align: right;">Page 143</p> <p>1 MR. KING: Objection. He's answered that</p> <p>2 question in a different fashion, but go ahead.</p> <p>3 A That is we have operated under the general</p> <p>4 assumptions of this agreement subject to slight</p> <p>5 modifications over time and used this as a reference</p> <p>6 document to pull back to how we set up the business when</p> <p>7 there were questions on either side.</p> <p>8 Q (BY MR. SIMMS) Then you say that agreement,</p> <p>9 you're referring to Exhibit 6, correct?</p> <p>10 A I am referring to Exhibit 6.</p> <p>11 Q States that both Herschel -- and when you refer</p> <p>12 to Herschel, are you referring to Renaissance Man or to H.</p> <p>13 Walker Enterprises?</p> <p>14 A In my mind, it is Herschel Walker and however he</p> <p>15 -- whatever structure he's got it set up.</p> <p>16 Q All right. And Simmons are equity partners in</p> <p>17 Renaissance Man Food Services. There you go again, using</p> <p>18 that word equity partners.</p> <p>19 A And that was a mistake.</p> <p>20 Q Okay. All right. What should it have said?</p> <p>21 A That we have a profit sharing agreement.</p> <p>22 Q Is that the 65-35?</p> <p>23 A That is correct.</p> <p>24 Q All right. For 2018 and after, you -- I, you</p> <p>25 say I, would like absolute clarity on the agreement of</p>	<p style="text-align: right;">Page 145</p> <p>1 A There were multiple versions of this memorandum</p> <p>2 of understanding and because we had gone back and forth</p> <p>3 and so I was asking for Mr. Eisenman to forward me the</p> <p>4 agreement that he wanted me to start with so that we both</p> <p>5 could modify from the same agreement.</p> <p>6 Q Then you say -- then you provide dates you're</p> <p>7 available to meet; is that correct?</p> <p>8 A That is correct.</p> <p>9 Q And then you inform Mr. Eisenman and Mr. Walker</p> <p>10 that you are copying Andrew, who's the internal corporate</p> <p>11 counsel for Simmons, and you tell them what he manages,</p> <p>12 correct?</p> <p>13 A That's correct.</p> <p>14 Q All right.</p> <p>15 A I normally would not copy Andrew on</p> <p>16 communications, so I wanted to explain why.</p> <p>17 Q I gotcha. Your intentions were to have a new</p> <p>18 contract signed and executed in place for 2018?</p> <p>19 A It was.</p> <p>20 Q Nowhere in this e-mail do I see any reference</p> <p>21 about the employment status of Mr. Staples?</p> <p>22 A That was not contemplated.</p> <p>23 Q At that time?</p> <p>24 A At that time it was my -- my belief is that we</p> <p>25 would, because of the feedback I had gotten back from</p>

<p style="text-align: right;">Page 146</p> <p>1 John, that he and Herschel had cleared the air, I believe</p> <p>2 was the term he had used, and they were getting back on</p> <p>3 track, that we were going to continue operating as we had</p> <p>4 but resolving the conflict and the other issues that were</p> <p>5 going on.</p> <p>6 Q Going on with this document, at the bottom it</p> <p>7 looks like you FYI Chip Miller?</p> <p>8 A I did.</p> <p>9 Q Okay. What -- did you just forward your e-mail</p> <p>10 to him or what was that that you did?</p> <p>11 A I forwarded my e-mail to Chip.</p> <p>12 Q Okay. All right. Then is the next document</p> <p>13 Mr. Herschel Walker's response?</p> <p>14 A It is.</p> <p>15 Q And he sends that at 9:59 a.m. on October 26th,</p> <p>16 the next day?</p> <p>17 A That is correct.</p> <p>18 Q Says he tried to call you a couple times to keep</p> <p>19 you informed of what had been going on, but you had not</p> <p>20 called him back. Is that correct?</p> <p>21 A I believe that is correct.</p> <p>22 Q Then he says he's taking a more active role to</p> <p>23 grow Renaissance Man. Is that what he says?</p> <p>24 A It is.</p> <p>25 Q Then he starts talking about H. Walker Foods is</p>	<p style="text-align: right;">Page 148</p> <p>1 A It is.</p> <p>2 Q Do you know if that was true or not at the time</p> <p>3 that statement was made?</p> <p>4 A I did not verify that.</p> <p>5 Q It says, "The first couple of waffles produced</p> <p>6 went to restaurants in Alabama." Did I read that</p> <p>7 correctly?</p> <p>8 A You did.</p> <p>9 Q And they were invoiced through Simmons?</p> <p>10 A Yes.</p> <p>11 Q In preparation for US Foods' entry, we created a</p> <p>12 retail package film, display bins because things were</p> <p>13 happening so fast and those are the invoices I was asking</p> <p>14 to be paid." Did I read that correctly?</p> <p>15 A You did.</p> <p>16 Q Was that true?</p> <p>17 A I took it at face value.</p> <p>18 Q Well, the invoices that Carol had submitted to</p> <p>19 Carmen dealt with waffles being sold retail through</p> <p>20 convenience stores with Jett Foods, correct?</p> <p>21 MR. KING: Objection, assumes facts not in</p> <p>22 evidence.</p> <p>23 A I do not have firsthand knowledge of what they</p> <p>24 were for. I just know that I was told that they were not</p> <p>25 for product sold by Renaissance Man Food Service.</p>
<p style="text-align: right;">Page 147</p> <p>1 a brand of Renaissance Man that Simmons invoices. Is that</p> <p>2 correct?</p> <p>3 A We have a branded product and I do believe it</p> <p>4 says H. Walker Foods on it that is represented by</p> <p>5 Renaissance Man Food Service.</p> <p>6 Q Then it says, "H. Walker Foods was created</p> <p>7 because of Marriott and US Foods as Sysco was tied in so</p> <p>8 tight with Renaissance Man through the CatMan." Do you</p> <p>9 know what he's talking about here?</p> <p>10 A That, as with many customers, when you have a</p> <p>11 significant amount of product with a label on it, a brand</p> <p>12 on it whether it's exclusive or not, sometimes they</p> <p>13 believe that it's exclusive, so it's easier to create</p> <p>14 another label to sell to a competitor instead of that same</p> <p>15 label going to a competitor.</p> <p>16 Q It says, "I've started trying to build a</p> <p>17 stronger relationship with US Foods similar to the one he</p> <p>18 has with Sysco." Do you know if the relationship with US</p> <p>19 Foods was being built through what entity?</p> <p>20 A It was my understanding it was through</p> <p>21 Renaissance Man Food Service.</p> <p>22 Q Not H. Walker Enterprises?</p> <p>23 A Not H. Walker Enterprises.</p> <p>24 Q It says, "Along with the chicken, we're now</p> <p>25 selling waffles to US Foods." Is that what it says?</p>	<p style="text-align: right;">Page 149</p> <p>1 Q (BY MR. SIMMS) Through its relationship with</p> <p>2 poultry?</p> <p>3 A Renaissance Man -- any sales through Renaissance</p> <p>4 Man Food Service which John was the general manager would</p> <p>5 have been captured inside of that entity and it would have</p> <p>6 had the administrative fee and the 65-35 split and the</p> <p>7 back office expense would have been borne by or provided</p> <p>8 by Simmons. If there were sales that happened outside of</p> <p>9 that entity and they were invoiced outside of that entity</p> <p>10 and they were represented outside of that entity, I have</p> <p>11 no knowledge of that. And that's what I -- what was</p> <p>12 presented to me was the invoice to be submitted and paid</p> <p>13 by Renaissance Man Food Service was for activity outside</p> <p>14 of Renaissance Man Food Service.</p> <p>15 Q After receiving this e-mail, did you inquire of</p> <p>16 Carmen Seal for the backup that was supplied by Carol</p> <p>17 Walker related to the request concerning the displays and</p> <p>18 other expenses concerning the sale of retail waffles?</p> <p>19 A I did not.</p> <p>20 Q Do you know if you would have looked at that if</p> <p>21 you could have told who the entities were producing the</p> <p>22 film and producing the displays and what that entity may</p> <p>23 be reflecting it related to?</p> <p>24 A I do not. Again, it was \$7,200.</p> <p>25 Q I understand.</p>

<p style="text-align: right;">Page 150</p> <p>1 A It was not a significant expense.</p> <p>2 Q My question to you and I'm trying to find out is</p> <p>3 do you know if what is stated here to be true or not?</p> <p>4 A I took it at face value to be true.</p> <p>5 Q And would it be true also that if these expenses</p> <p>6 were being processed outside the poultry and H.W.</p> <p>7 Enterprises/Renaissance Man relationship, they would not</p> <p>8 be reflected in the P&amp;L?</p> <p>9 A If the sales did not pass through Renaissance</p> <p>10 Man, then they would not be reflected in the P&amp;L.</p> <p>11 Q And if a manager was looking at the P&amp;L and saw</p> <p>12 an increase in expenses, they may question what those were</p> <p>13 related to and whether they were within the relationship</p> <p>14 or not; is that fair?</p> <p>15 A That is fair.</p> <p>16 Q It says we finally got to the right people at US</p> <p>17 Foods. Do you know if there had even been a meeting set</p> <p>18 up with US Foods on October 26, 2017?</p> <p>19 A I took what he said to be at face value.</p> <p>20 Q All right. And have a very large meeting in</p> <p>21 November to kick off the new relationship. Then he says</p> <p>22 he would like -- he would love to go into 2018 with</p> <p>23 Simmons feeling comfortable with what he's trying to do</p> <p>24 with Renaissance Man. Says I'm being told no on many</p> <p>25 things and gotten different answers and I thought I was</p>	<p style="text-align: right;">Page 152</p> <p>1 because I don't know.</p> <p>2 Q Did you call Mr. Walker and ask him specifically</p> <p>3 what he was referring to?</p> <p>4 A I did not.</p> <p>5 Q You can't rule out that he was referring to the</p> <p>6 behavior of Mr. Staples?</p> <p>7 A I can't comment to --</p> <p>8 Q Don't know one way or the other; is that fair?</p> <p>9 A That is fair.</p> <p>10 Q Did you take this sentence to indicate that</p> <p>11 Mr. Walker was not happy with being told no?</p> <p>12 A I did take it that he was -- again, there was</p> <p>13 contention in the relationship and it added to the cadence</p> <p>14 of concern of things going on around Renaissance Man Food</p> <p>15 Service, the relationship between Simmons and Mr. Walker,</p> <p>16 the relationship between Mr. Staples and Mr. Walker's</p> <p>17 relationship between Mr. Staples and Simmons and all kinds</p> <p>18 of uncertainty that a face-to-face meeting needed to occur</p> <p>19 to resolve.</p> <p>20 Q Then it looks like in this communication the</p> <p>21 next thing you do is you forward Mr. Walker's e-mail</p> <p>22 response to Mr. Chip Miller?</p> <p>23 A I did.</p> <p>24 Q Why are you forwarding that to Mr. Miller?</p> <p>25 A Mr. Miller is my vice president -- senior vice</p>
<p style="text-align: right;">Page 151</p> <p>1 the CEO of Renaissance Man. Do you know what Mr. Walker</p> <p>2 is referring to about being told no on many things or</p> <p>3 gotten different answers and he thought he was the CEO,</p> <p>4 what he's referring to specifically?</p> <p>5 A I assumed it was on the issue with Matt and wing</p> <p>6 pricing and on payment of the invoices for the \$7,200</p> <p>7 related to the waffles, that as CEO he would have said --</p> <p>8 if he had said pay it, that it should have been paid.</p> <p>9 Q Without being questioned?</p> <p>10 A That's what I read into this. I did not have a</p> <p>11 specific conversation with Mr. Walker about that specific</p> <p>12 comment.</p> <p>13 Q Do you know if Mr. Walker is referring to</p> <p>14 Mr. Staples' policing with respect to the waffle invoice</p> <p>15 expense submission and telling Ms. Carmen Seal, no, don't</p> <p>16 pay it?</p> <p>17 A I don't know that. I do know that had Mr.</p> <p>18 Staples said pay it, Ms. Seal would have still brought it</p> <p>19 to Mr. Miller and myself saying I don't understand why I'm</p> <p>20 being told to pay this because that is the -- that is her</p> <p>21 job function, part of it, to make sure things tick and tie</p> <p>22 out.</p> <p>23 Q Certainly Mr. Staples saying no could be what</p> <p>24 Mr. Walker is referring to, correct?</p> <p>25 A It could have been. I can't speculate, though,</p>	<p style="text-align: right;">Page 153</p> <p>1 president of sales and Renaissance Man Food Service is a</p> <p>2 customer of Simmons Prepared Foods so he would help from</p> <p>3 that perspective manage the relationship.</p> <p>4 Q You had also forwarded your e-mail to</p> <p>5 Mr. Eisenman and to Andrew and to Mr. Walker and to</p> <p>6 Mr. Miller, correct, and now you're forwarding to him the</p> <p>7 response you got to your e-mail?</p> <p>8 A I forwarded to Mr. Miller the response to the</p> <p>9 e-mail, yes.</p> <p>10 Q And Mr. Miller was Mr. Staples' supervisor with</p> <p>11 poultry?</p> <p>12 A Mr. Miller was the -- is the senior VP of sales</p> <p>13 for Simmons.</p> <p>14 Q And in the chain of command, Mr. Staples would</p> <p>15 be reporting to him as his supervisor?</p> <p>16 A In the organizational structure, yes. In</p> <p>17 reality, there was nothing about that organizational</p> <p>18 structure that really mattered.</p> <p>19 Q Going on -- let me ask you this. We produced</p> <p>20 documents today and don't the personnel records of poultry</p> <p>21 indicate that Mr. Miller is Mr. Staples' supervisor?</p> <p>22 A On paper, yes.</p> <p>23 Q All right.</p> <p>24 A Just as Mr. Miller would have been Mr. Rogers',</p> <p>25 Mike Rogers', supervisor in the previous arrangement.</p>

<p style="text-align: right;">Page 154</p> <p>1 Q It looks like on November the 1st you receive 2 another e-mail from Mr. Walker, Mr. Eisenman is copied, 3 Andrew is copied and now Julie Blanchard is copied at her 4 address at H. Walker Enterprises. Do you see that? 5 A I do. 6 Q Do you know why Julie Blanchard was being copied 7 at H. Walker Enterprises and in what capacity was she 8 being copied in? 9 A I do -- I do not. 10 Q Are you aware or is poultry aware that 11 Ms. Blanchard had penned an e-mail to Carol in Savannah 12 prior to November the 1st, 2017 related to the waffle 13 incident? 14 A I am not. 15 Q Well, let's look at them. Renaissance Man 16 document 303. Are we on Exhibit 20? 17 (WHEREUPON, Exhibit 20 was marked for 18 identification.) 19 MR. KING: We are. 20 Q (BY MR. SIMMS) While we're looking for an extra 21 copy, you can look at it. Have you ever seen that 22 document before, Mr. Jackson? 23 A I don't recall reading this specific e-mail. I 24 do not recall reading this specific e-mail. 25 Q Would that copy of that e-mail have been in</p>	<p style="text-align: right;">Page 156</p> <p>1 would be consistent with my understanding. 2 Q Do you know if those were for the waffles for 3 Jett Foods? 4 A That is my understanding. 5 Q And it goes on to say that Herschel has had 6 correspondence with you explaining that H. Walker is a 7 brand of Renaissance Man and not a new company? 8 A Yes. 9 Q Why would poultry need to be told that? 10 A Only there was discussion about -- again, I've 11 not seen this, but there was discussion around H. Walker 12 Enterprises selling product independent of Renaissance Man 13 Food Service and I would presume it's to clarify or try to 14 clear up some confusion of the H. Walker brand versus an 15 H. Walker Enterprise sale and whether the confusion of who 16 owns -- who owed what was based on that terminology 17 because there was a lot of H. Walker things that go on in 18 discussion. 19 Q And then Ms. Carol Walker asked to Ms. Carmen, 20 it was never -- it doesn't show it was sent or received by 21 poultry? 22 A Right. 23 Q "Please let me know if this is what you are 24 wanting and if it doesn't show the forwarding." Do you 25 know what that's talking about?</p>
<p style="text-align: right;">Page 155</p> <p>1 poultry's possession, because was that sent to Ms. Seal? 2 A It is addressed to Ms. Seal. I do not see a 3 letter in the e-mail where it was ever sent to Ms. Seal. 4 Q And it looks like the document indicates that on 5 January the 3rd of this year, which today is the 14th, 6 Ms. Walker forwarded this e-mail to Mr. Herschel Walker 7 and to Ms. Julie Blanchard. Do you see that? 8 A I do. 9 Q Do you -- and you don't know if -- I'm trying to 10 make sure I understand now whether the e-mail of 11 October 31, 2017 was ever sent to Ms. Carmen Seal at 12 poultry? 13 MR. PARKER: He already said he doesn't know 14 that. 15 A I've never seen this and I see nothing here to 16 show that it was ever sent. 17 Q (BY MR. SIMMS) I gotcha. Now, this e-mail is 18 referring to display bins related to Peachtree Packaging. 19 Do you see that? 20 A I do. 21 Q Do you know if the backup that Ms. Carol Walker 22 provided to Carmen Seal back in early October 2017 23 included invoicing from Peachtree Packaging? 24 A My understanding that it was for display bins 25 for the waffles. So I do not recall the vendor, but that</p>	<p style="text-align: right;">Page 157</p> <p>1 A I know Ms. Carmen Seal asked for backup 2 documentation for the sale if -- and what she needed was 3 invoiced product out of Renaissance Man Food Service for 4 that product, for those waffles, and if they were going to 5 those customers and those bins were used, then that was a 6 Renaissance Man expense and income or loss. It could have 7 been a loss. 8 Q Have you seen Exhibit 21 which is Renaissance 9 Man 304? Actually, to be fair, it says 312. 10 (WHEREUPON, Exhibit 21 was marked for 11 identification.) 12 MR. SIMMS: Do you want to staple these 13 together? Actually, if you want to, you can take 20 and 14 staple all those to it and then share it with Mr. King so 15 he can look at it before I start asking questions. It 16 looks like this is all together. 17 MR. PARKER: I actually think it's a couple of 18 different e-mail chains. 19 MR. SIMMS: Are they? 20 MR. PARKER: Yeah, these first three pages you 21 can see it ends at the top there. 22 MR. SIMMS: Okay. Then -- 23 MR. PARKER: Do you still want to mark it all 24 together? 25 MR. SIMMS: No, you can separate it and then</p>

<p style="text-align: right;">Page 158</p> <p>1 we'll put the sticker on the next version. Did I pull one  2 off in there. Did I put a sticker on that, 21?  3 THE WITNESS: You did.  4 MR. SIMMS: And then Exhibit 22 is going to be  5 the next set.  6 (WHEREUPON, Exhibit 22 was marked for  7 identification.)  8 MR. PARKER: Yeah, and that still doesn't get us  9 through the whole batch. We'll need another exhibit. Do  10 you want to mark that one and then I'll show it to Mr.  11 King?  12 MR. SIMMS: That's 22?  13 MR. PARKER: That will be 22.  14 MR. SIMMS: All right.  15 MR. PARKER: That will be Exhibit 23 and then  16 this will be Exhibit 24.  17 (WHEREUPON, Exhibit 23 was marked for  18 identification.)  19 MR. SIMMS: Thank you. All right.  20 MR. PARKER: Hold on. Hold on.  21 MR. SIMMS: I'm sorry.  22 MR. PARKER: You actually had some duplicates in  23 there, so what we've done is we've got Exhibit 21 which is  24 RMFS304 through 306, Exhibit 22 is RMFS310 to 311 and  25 Exhibit 23 is RMFS312.</p>	<p style="text-align: right;">Page 160</p> <p>1 A Yes.  2 Q All right. So on November 27th, Carmen Seal,  3 and she's referencing ACH. What does ATH stand for? Is  4 that a clearing account?  5 A Yes.  6 Q Does it deal with the poultry and H. Walker  7 Enterprises/Renaissance Man pursuant to rule -- I mean the  8 Exhibit Number 6?  9 A That would be how she would send funds,  10 Renaissance Man funds to the Savannah office or to Carol.  11 Q All right. So Carmen is telling Ms. Carol that  12 she sent her money on November the 8th for Peachtree  13 Packaging invoices as Herschel had said that he was going  14 to pay us, being poultry, back for those; is that correct?  15 A That's incorrect.  16 Q Okay.  17 A Herschel said he would pay Renaissance Man Food  18 Service, not poultry.  19 Q Okay. But is that what Ms. Carmen Seal is  20 saying?  21 A She is saying that Herschel agreed to deduct the  22 value of that invoice from his year end distribution so  23 that that invoice would go ahead and get paid.  24 Q And then she says, "Did you just hold the money  25 and send Herschel's check to Peachtree? If that is the</p>
<p style="text-align: right;">Page 159</p> <p>1 MR. SIMMS: What happened to 307?  2 MR. PARKER: I gave that back to you. That was  3 a duplicate of what is Exhibit 21.  4 MR. SIMMS: Okay. All right. Okay.  5 MR. KING: So we're up to Exhibit 23 at this  6 point, right?  7 MR. PARKER: We're through 23.  8 MR. SIMMS: What's the first one I showed you  9 that you have never seen before, what exhibit number was  10 it?  11 MR. PARKER: That was Exhibit 20.  12 Q (BY MR. SIMMS) And that's the document 303,  13 correct, Renaissance Man 303?  14 A That's correct.  15 Q All right. Document 304 through 3 what is  16 Exhibit 20 --  17 A 21 is 303 through 306 -- 304 through 306. 304,  18 5 and 6.  19 Q Has -- have you seen these documents before  20 today?  21 A I have not.  22 Q Now, it appears that 304 contains a  23 communication from Ms. Carmen Seal to Ms. Carol Walker on  24 November 27th, 2017 and then you have Ms. Walker's  25 response to herself at the top. Do you see that?</p>	<p style="text-align: right;">Page 161</p> <p>1 case and you sent Herschel's check to Peachtree, I would  2 delete the money I show he owes Renaissance Man and will  3 not need to send you an ACH yet until we use up the  4 credit." Did I read that correctly?  5 A That's correct.  6 Q And then it looks like Ms. Walker responds at  7 1:26 and says she wasn't aware that Ms. Seal sent  8 anything, correct?  9 A That's correct.  10 Q All right. And then about four minutes later,  11 Ms. Walker appears to e-mail herself and says, "Carmen,  12 can you please tell me what extra money I have? I'm not  13 aware of any extra. Everything I e-mail you was for the  14 invoices, but I will check all checks and see what posted  15 and see if I can see the deposit." Did I read that  16 correctly?  17 A Yes.  18 Q But there's no indication that Ms. Carmen Seal  19 received that, correct?  20 A I'm looking for a later response from Ms. Seal.  21 There's no indication on that in that chain.  22 Q All right. Then going to page 305, that is a  23 breakdown of Ms. Carol Walker's request to Ms. Carmen Seal  24 where she breaks down what the \$12,138.76 request pertains  25 to, correct?</p>

<p style="text-align: right;">Page 162</p> <p>1 A Correct.</p> <p>2 Q And there's a reimbursement for Herschel for</p> <p>3 \$7,095, and is that related or identified as paying</p> <p>4 Peachtree Packaging?</p> <p>5 A That was the invoice for Peachtree, the invoice</p> <p>6 that was -- been in question.</p> <p>7 Q All right. Now, Ms. Walker indicates that she</p> <p>8 works for Renaissance Man Food Services and H. Walker</p> <p>9 Enterprises, LLC in the body of her e-mail, correct, or</p> <p>10 her e-mail signature?</p> <p>11 A That is what her signature says.</p> <p>12 Q All right. Let's go to 307.</p> <p>13 MR. PARKER: We don't have a 307 in front of us.</p> <p>14 A So 307, 8 and 9 should be a repeat of --</p> <p>15 Q (BY MR. SIMMS) Yeah, that's what it is.</p> <p>16 A 304, 5 and 6.</p> <p>17 Q Okay. Have you got 311?</p> <p>18 MR. PARKER: No.</p> <p>19 A I have a 310 and 11, yes.</p> <p>20 Q (BY MR. SIMMS) You have 11?</p> <p>21 A I do.</p> <p>22 Q Is that -- is that an indication that it is by</p> <p>23 fax? It's kind of upside down numbers, but do you know</p> <p>24 what that (912)961-0012, would that be --</p> <p>25 A I would say that is a fax of the check.</p>	<p style="text-align: right;">Page 164</p> <p>1 A It is.</p> <p>2 Q Do you know if at the time this was penned on</p> <p>3 October 31, 2017 if H. Walker Enterprises or Renaissance</p> <p>4 Man even had a meeting with US Foods to discuss the sale</p> <p>5 of waffles?</p> <p>6 A I have no idea.</p> <p>7 Q And that these are being marketed under the H.</p> <p>8 Walker Foods brand, that's what Ms. Blanchard is telling</p> <p>9 Ms. Carol to tell to Ms. Carmen; is that correct?</p> <p>10 A That's correct.</p> <p>11 Q There is no mention in this communication that</p> <p>12 Ms. Carol Walker is to send to Ms. Carmen Seal about Jett</p> <p>13 Foods, is there?</p> <p>14 A I do not see anything from -- I do not see Jett</p> <p>15 Foods specifically mentioned.</p> <p>16 Q Right. Do you know if Carol Walker sent this</p> <p>17 communication to Carmen Seal?</p> <p>18 A I have never seen this and I've not had any</p> <p>19 communication with Carmen that it was sent to her.</p> <p>20 Q All right. Let me show you what is Renaissance</p> <p>21 Man 25.</p> <p>22 THE COURT REPORTER: We skipped 24.</p> <p>23 MR. KING: No, it's Ren Man 25 is Exhibit 24.</p> <p>24 MR. SIMMS: It's what?</p> <p>25 MR. PARKER: No, no, we've skipped Exhibit 24.</p>
<p style="text-align: right;">Page 163</p> <p>1 Q Okay. Do you know if that check was ever</p> <p>2 actually ever presented to Peachtree or not? It just</p> <p>3 shows the front of it, it doesn't show if it was processed</p> <p>4 or not.</p> <p>5 A I do not.</p> <p>6 Q It references invoice numbers 11990-112343,</p> <p>7 correct?</p> <p>8 A Correct.</p> <p>9 Q Do you have 312?</p> <p>10 A I do.</p> <p>11 Q All right. And 312 --</p> <p>12 MR. PARKER: Which for the record is Exhibit 23.</p> <p>13 Q (BY MR. SIMMS) I'm sorry, 23. It appears to be</p> <p>14 an e-mail that Ms. Blanchard prepares to Carol Walker on</p> <p>15 October 31, 2017 at 6:44 a.m. Do you see that?</p> <p>16 A I do.</p> <p>17 Q And she is providing details to Ms. Carol for</p> <p>18 Ms. Carol to provide to Carmen to clarify confusion caused</p> <p>19 by the error made in the PO to Peachtree Packaging for the</p> <p>20 Famous 34 waffle display bins; is that correct?</p> <p>21 A That's correct.</p> <p>22 Q And then she says that RMFS has been selling</p> <p>23 Food Service waffles and in addition they've launched</p> <p>24 Famous 34 retail waffle to be distributed through US</p> <p>25 Foods. Is that what she says?</p>	<p style="text-align: right;">Page 165</p> <p>1 MR. SIMMS: Okay. I'm sorry, I was thinking</p> <p>2 that was --</p> <p>3 THE WITNESS: This is 23 here.</p> <p>4 MR. SIMMS: This is 24?</p> <p>5 MR. PARKER: No, it's 23.</p> <p>6 MR. SIMMS: Have we not gone over this? Oh, we</p> <p>7 haven't gone over 24.</p> <p>8 MR. PARKER: We're saying we need to mark this</p> <p>9 one in your hand Exhibit 24 rather than 25.</p> <p>10 Q (BY MR. SIMMS) We changed it on the numbering.</p> <p>11 I gotcha. I appreciate that. Have you ever seen this</p> <p>12 before, Exhibit 24?</p> <p>13 (WHEREUPON, Exhibit 24 was marked for</p> <p>14 identification.)</p> <p>15 A I don't recall seeing it.</p> <p>16 Q Down at the bottom it indicates to contact Julie</p> <p>17 Blanchard and gives her e-mail address as an H. Walker</p> <p>18 Enterprise e-mail address, correct?</p> <p>19 A Correct.</p> <p>20 Q Did poultry buy the explanations provided by Ms.</p> <p>21 Blanchard or Mr. Herschel Walker or Ms. Carol Walker about</p> <p>22 the sale of the waffles and the invoicing that was</p> <p>23 associated with it?</p> <p>24 MR. PARKER: Object to the form of the question.</p> <p>25 You can answer.</p>

<p style="text-align: right;">Page 166</p> <p>1 A The only facts that mattered were, A, were there  2 product codes in Renaissance Man Food Service for the  3 waffles in question, did sales occur or attempts for sales  4 occur for those waffles using those display bins, and if  5 they did, that would have been a Renaissance Man Food  6 Service business activity. If there was no invoicing or  7 activity around the sale through Renaissance Man, then it  8 would not be Renaissance Man expense.  9 Q And it would be improper to submit that for  10 payment?  11 A Or an error. It wouldn't have been a payment  12 that Renaissance Man Food Service should be paying if the  13 -- if the revenue and the product aren't run through  14 Renaissance Man.  15 Q I guess what I'm getting to is this -- did  16 poultry investigate to determine if the explanations being  17 offered by Ms. Blanchard or Mr. Walker or Ms. Carol Walker  18 were truthful?  19 A There was no investigation. It took -- again, I  20 took them both at their word. It was 72 -- \$7,300, so it  21 was a minor expense, a lot of activity, a lot of things  22 going on at the time and to me it was more indicative of  23 the nature of the relationship between Mr. Staples and  24 Mr. Walker and Mr. Staples and Mrs. Blanchard and the  25 status of how well they were or were not getting along</p>	<p style="text-align: right;">Page 168</p> <p>1 to provide to Carmen seal?  2 MR. PARKER: Object to the form of the question.  3 You can answer.  4 A The dates are two days apart, yes.  5 Q (BY MR. SIMMS) You keep trying to make light of  6 the waffle expense, that it's only \$7,200?  7 A I'm not making light of it, it was not a  8 significant business issue.  9 Q Why did Mr. Walker and Mrs. Blanchard go to the  10 extremes to explain all this if it was not important?  11 MR. PARKER: Objection, calls for speculation.  12 You can answer if you know.  13 A It was my perception that there were -- it was a  14 lot of noise in the relationship between Mrs. Blanchard  15 and Mr. Staples, between Mr. Walker and Mr. Staples,  16 between Simmons and Mr. Walker, and Simmons and Mr.  17 Staples and issues that came up then, they felt an  18 obligation to explain and overexplain, but that, again,  19 was indicative of the relationship not being where it  20 needed to be to operate right as a business, which they  21 called for the board meeting and face-to-face discussion  22 to try to resolve those.  23 Q (BY MR. SIMMS) And one of the issues too was,  24 and we already documented this, Mr. -- and you agreed with  25 me that Mr. Walker does not like -- he doesn't like being</p>
<p style="text-align: right;">Page 167</p> <p>1 than it was the specifics about that product being sold or  2 that \$7,300 invoice.  3 Q All right. You would agree with me that these  4 communications and documents I just showed you occurred  5 prior to Mr. Walker's November 1, 2017 e-mail to you  6 that's in an exhibit? You'll have to find Simmons 159.  7 MR. PARKER: First of all, look at those.  8 A Okay. So what would you like to know?  9 Q (BY MR. SIMMS) The communications that I just  10 showed you or the documents from Renaissance Man predate  11 Mr. Walker's e-mail to you contained on page 159 of the  12 Simmons produced document that's an Exhibit.  13 And what exhibit number is that, Talley?  14 MR. PARKER: Exhibit 18.  15 MR. SIMMS: Okay.  16 MR. PARKER: For the record, the e-mail you're  17 referring to is part of a larger e-mail thread that spans  18 Simmons 157 through Simmons 161.  19 Q (BY MR. SIMMS) You need to go to 159.  20 A Okay.  21 Q Look at the top. This is Mr. Walker  22 communicating with you again on November the 1st, correct?  23 A Yes, 10:33 a.m.  24 Q And that's what, one or two days after Ms.  25 Blanchard sends a full-blown explanation to Carol Walker</p>	<p style="text-align: right;">Page 169</p> <p>1 told no?  2 MR. PARKER: Objection, that mischaracterizes  3 his testimony. He didn't say that.  4 A I did not say he did not like being told no. I  5 acknowledged in his e-mail that he addressed that he  6 didn't -- he was concerned about being CEO and not having  7 things executed as he had instructed.  8 Q (BY MR. SIMMS) And on December 12, 2017, did  9 you and Mr. Walker discuss that Mr. Walker did not like  10 his expenses that he submitted to poultry being paid when  11 Mr. Staples was told not to pay them?  12 A When did you ask that would have --  13 Q December the 12th meeting, the board meeting.  14 Did Mr. Walker indicate displeasure or that he was angry  15 with Mr. Staples because Mr. Staples was saying no to the  16 submission of expenses?  17 A The waffle discussion in the board meeting did  18 not occur until the very end of the board meeting and it  19 was in a conversation between myself and Ms. Blanchard,  20 not with Mr. Walker.  21 Q And the termination of Mr. Staples did not occur  22 until the end of that meeting either, correct?  23 A Mr. Walker led the board meeting with an opinion  24 that Mr. Staples needed to be terminated.  25 Q Okay. Have you read Mrs. Blanchard's notes from</p>

<p style="text-align: right;">Page 170</p> <p>1 that meeting?</p> <p>2 A I have not.</p> <p>3 Q Okay. All right. Let's get back to page 159</p> <p>4 here. Mr. Walker is giving dates to meet, correct?</p> <p>5 A Correct.</p> <p>6 Q And then it goes a step further and he says he</p> <p>7 wanted to see if you, David Jackson, could change the</p> <p>8 RMFS/Simmons report that John, is he referring to Mr.</p> <p>9 Staples?</p> <p>10 A He is.</p> <p>11 Q Has access. Then it says to view only the</p> <p>12 margins with pounds sold and not the actual P&amp;L. That's</p> <p>13 what he asked of you in this e-mail; is that correct?</p> <p>14 A He did.</p> <p>15 Q Did you and Mr. Walker discuss why he did not</p> <p>16 want Mr. Staples to have access to the profit and loss</p> <p>17 statements on this relationship anymore?</p> <p>18 A We did not.</p> <p>19 Q Do you know if it was because Mr. Staples could</p> <p>20 act as policeman and question expenses being submitted to</p> <p>21 Simmons?</p> <p>22 MR. PARKER: Objection, calls for speculation.</p> <p>23 He just said they didn't have this conversation.</p> <p>24 A I don't know what Mr. Walker, his motivation. I</p> <p>25 do know that it did not surprise me that there would be a</p>	<p style="text-align: right;">Page 172</p> <p>1 A He did not.</p> <p>2 Q And now he says he has closed a big deal with US</p> <p>3 Foods. And, again, do you know if they'd even met with US</p> <p>4 Foods on November 1st, 2017?</p> <p>5 A I took him at his word.</p> <p>6 Q Okay. Then you reply; is that correct?</p> <p>7 A I did.</p> <p>8 Q And do you include -- you begin including Julie,</p> <p>9 Ms. Blanchard, at H. Walker Enterprises and why did you</p> <p>10 include her in your reply?</p> <p>11 A Because she was in the e-mail that was sent to</p> <p>12 me.</p> <p>13 Q Okay.</p> <p>14 A I replied to all.</p> <p>15 Q You tell Mr. Herschel Walker that your</p> <p>16 experience has shown that removing information from or</p> <p>17 isolating a leader instead of resolving the differences</p> <p>18 will cause more damage to the organization. We can do as</p> <p>19 you wish, but I believe it will drive John to be less</p> <p>20 productive for Renaissance Man Food Services. Are you</p> <p>21 referring to the request that Mr. Staples not be given</p> <p>22 access to the profit and loss statements anymore?</p> <p>23 A I am.</p> <p>24 Q And what -- can you expand on what you're trying</p> <p>25 to indicate here?</p>
<p style="text-align: right;">Page 171</p> <p>1 request something of that nature because the relationship</p> <p>2 between Mr. Staples and Mr. Walker had severely</p> <p>3 deteriorated.</p> <p>4 Q (BY MR. SIMMS) And Mr. Walker is not wanting</p> <p>5 Mr. Staples to have access to information, one of which</p> <p>6 contains expenses, correct?</p> <p>7 A Margins would show what you made on an</p> <p>8 individual product and the expense would be associated</p> <p>9 with that.</p> <p>10 Q But the P&amp;L would show the expenses?</p> <p>11 A P&amp;L would show line item expenses, yes.</p> <p>12 Q Mr. Walker is saying it's okay for him to look</p> <p>13 at the margins on the pounds, but I don't want him seeing</p> <p>14 the actual P&amp;L; isn't that what he's saying?</p> <p>15 A That is what he requested.</p> <p>16 Q Then he goes on to start talking about hiring</p> <p>17 people; is that right?</p> <p>18 A It is.</p> <p>19 Q And that's one of the concerns you had raised</p> <p>20 before. Do you know if this concern pertained to the</p> <p>21 George -- to George and to the niece and to the</p> <p>22 telemarketers?</p> <p>23 A He did not detail who those people were.</p> <p>24 Q Did he indicate that Julie Blanchard was a</p> <p>25 person hired in this e-mail?</p>	<p style="text-align: right;">Page 173</p> <p>1 A I sensed from the request that Mr. Walker was</p> <p>2 extremely frustrated with Mr. Staples and his approach to</p> <p>3 address that frustration was to remove information from</p> <p>4 Mr. Staples' purview and I was trying to communicate that</p> <p>5 if there was a true performance issue that that needed to</p> <p>6 be addressed, it didn't need to be to isolate someone or</p> <p>7 to take away their access to information and leave them</p> <p>8 working in the organization because they would serve to</p> <p>9 poison the organization.</p> <p>10 Q Well, what performance issue had Mr. Walker</p> <p>11 raised to you before November 1st, 2017 concerning John</p> <p>12 Staples?</p> <p>13 A I don't know that Mr. Walker had conveyed a</p> <p>14 performance issue. I know that I had in my knowledge Mr.</p> <p>15 Staples' description of events and interaction with</p> <p>16 Mr. Walker and Ms. Blanchard and I think I had that in my</p> <p>17 mind as I was responding to this and having that context</p> <p>18 in my mind.</p> <p>19 Q So it wasn't performance based, it was</p> <p>20 disagreement over what's taking place or what activities</p> <p>21 or how the business is being run?</p> <p>22 A If I am CEO and I strongly disagree with my</p> <p>23 general manager and want to reduce access to the P&amp;L, I</p> <p>24 would lump that into performance. There is something</p> <p>25 about how he is performing or she is performing her job</p>

<p style="text-align: right;">Page 174</p> <p>1 that I no longer find acceptable and I need to take 2 action. 3 Q If that issue was tattle-taling or policing you 4 for doing something improper, that wouldn't have anything 5 to do with performance, would it? 6 MR. PARKER: Objection, form. 7 A I don't know what that issue was. I just know 8 that there were issues. As a general manager managing an 9 entity solely owned by an individual, your job is to 10 manage that entity and make sure that you've got -- manage 11 the entity and make sure that the ownership is satisfied 12 with how you're doing that, that is performance. 13 Q And within days of this e-mail, you received one 14 from Mr. Walker where he saw fit to put in writing that he 15 didn't like being told no? 16 A Okay. 17 MR. PARKER: Objection -- 18 Q (BY MR. SIMMS) Correct? 19 MR. PARKER: Objection, mischaracterizes his 20 testimony. 21 A He did not -- 22 Q (BY MR. SIMMS) I mean, it says what it says, 23 correct? 24 A It says what it says, but again, I saw that as 25 just more -- I would call them red flags that the</p>	<p style="text-align: right;">Page 176</p> <p>1 on that exact issue, correct? 2 A Yes. 3 Q And do you know if Mr. Staples had been provided 4 a copy of Exhibit 6 so he would have clarity in his mind 5 on how to handle situations related to the submission of 6 expenses by Renaissance Man and/or H. Walker Enterprises? 7 A I'm unaware if he had received a copy of that or 8 not. 9 Q I mean, isn't the bottom line that Mr. Staples 10 was following the rule regarding the retail waffles with 11 Jett Foods and that angered Mr. Walker and he terminated 12 him? 13 A I do not believe that Mr. Staples was terminated 14 over a \$7,300 invoice for display bins, I do not. In my 15 mind, he was terminated over a failure to manage the 16 relationship between Mr. Walker and Renaissance Man Food 17 Service because he -- as he told me, he tried to elbow out 18 Mrs. Blanchard from being involved in Renaissance Man Food 19 Service, didn't like her getting involved in selling 20 product and that he seemed to be more focused on revenue 21 that he was steering towards himself and his -- I didn't 22 know himself, but his family through the brokerage firm 23 with his wife and daughter than he was in trying to manage 24 the Renaissance Man Food Service enterprise which is what 25 he was hired to do.</p>
<p style="text-align: right;">Page 175</p> <p>1 relationship is sour and that it needed to be resolved. 2 Q And the way it got resolved was Mr. Staples lost 3 his employment? 4 A Well, the intention was to -- my intention to go 5 to the board meeting and discuss what -- whatever the 6 surface, whatever those issues were and try to figure out 7 how we're going to resolve those, but all the while I had 8 a growing concern of how the relationship was evolving, 9 John's interest and his concern over operating Renaissance 10 Man Food Service versus the brokerage firm. There was all 11 kinds of noise going on about where John's interests lie 12 and what his motivation was. 13 Q And you had interest in having a written 14 agreement with Renaissance Man and/or H. Walker 15 Enterprises that would clearly define how expenses were 16 being submitted to be paid for and processed by poultry, 17 correct? 18 A Not by poultry, what it's -- 19 Q On behalf of Renaissance Man? 20 A What expenses were legitimate for Renaissance 21 Man Food Service. I am a strong believer in organization, 22 there should be rules and structure and we should follow 23 those and that creates clarity and then it keeps you from 24 getting in those issues. 25 Q And in your mind, there was clarity in Exhibit 6</p>	<p style="text-align: right;">Page 177</p> <p>1 Q Well, he was managing the enterprise because 2 Carmen Seal calls him, he takes her phone call, she asked 3 him and inquires of him about what the rules are about 4 these waffle invoice expenses, correct? 5 A Correct. 6 Q And he responds to and he correctly follows the 7 rule and he tells her do not pay that? 8 A He did. 9 Q And poultry would agree that that's what the 10 rule was and that's what he should have done, correct? 11 A I would agree from any business structure that 12 you don't have expenses in one entity and revenue in the 13 other, that's not -- 14 Q And that is explained and set forth in the rules 15 in Exhibit C -- I mean, excuse me, Exhibit 6, correct? 16 A I don't know that I can find an exact paragraph, 17 but I think that is the nature of the business and how we 18 have conducted it over the time of the partnership or the 19 agreement. 20 Q You did not agree with Mr. Walker that Mr. 21 Staples should be denied access to the profit and loss 22 documents? 23 A I did not. 24 Q And as of November the 1st, 2017, did you or 25 poultry know that Mr. Staples was being contemplated by</p>

<p style="text-align: right;">Page 178</p> <p>1 Mr. Walker or H. Walker Enterprises or Renaissance Man 2 that Mr. Staples will be terminated? 3 MR. PARKER: Objection, assumes facts not in 4 evidence. You can answer. 5 A I did not -- I was not aware of an intent to 6 terminate until it was discussed in the board meeting. 7 Q (BY MR. SIMMS) On this same document, 159, you 8 get a response from Mr. Chip Miller to you. I didn't see 9 him copied, but you get one and it's not until 10 November the 15th; is that correct? 11 A That's correct. 12 Q It says, "Matt Free mentioned you have an 13 upcoming meeting with Herschel and Mr. Miller wants to 14 know do you need anything for the meeting?" Is that 15 correct? 16 A That's correct. 17 Q What were you and Mr. Miller discussing that you 18 would need? 19 A In prior and subsequent meetings, we -- I would 20 bring to the board meeting sales data, profit and loss 21 statements, balance sheets, other information that we 22 would go over to discuss how the business is being 23 conducted and Mr. Miller would help put that information 24 together. 25 Q It looks like on page 160, is that part of the</p>	<p style="text-align: right;">Page 180</p> <p>1 Q Does this relate back to the waffle matter? 2 A It did. 3 Q Any other expenses besides the waffle matter? 4 A It was an effort to put a structure in place so 5 any future expenses could be clearly defined. 6 Q You are wanting a signed agreement, correct? 7 A I am. It really was in response to the 8 conversation that Matt had conveyed he had with Herschel 9 around the -- saying that the agreement hadn't been signed 10 so it wasn't in force. 11 Q All right. You have a meeting with Mr. Staples 12 on December the 11th; is that right? 13 A I did. 14 Q Who all was present in that meeting? 15 A I'll have to review that, the invitation. 16 Q Was that an in-person meeting or was it a 17 conference call? 18 A I believe Mr. Staples came by my office. 19 Q Do you recall who was present besides you or 20 him? 21 A I believe Mr. Miller and Mr. Rose. 22 Q If it was an in-person meeting, is there 23 documentation showing that the meeting was set up? 24 A There was an invite, if I recall correctly. I 25 try to keep everything on my calendar.</p>
<p style="text-align: right;">Page 179</p> <p>1 exhibit? 2 A It is. 3 Q The date of November -- excuse me, December the 4 12th is not decided until the end of November and on 5 November the 27th, 2017; is that correct? 6 A That is correct. 7 Q Then you respond on page 161 with the topics you 8 want to discuss at the board meeting on December the 12th, 9 correct? 10 A That is correct. 11 Q Do you list a category of the termination of Mr. 12 Staples? 13 A I did not. 14 Q All right. Then you've got paragraph three, and 15 by the way, were you ranking these in importance or any 16 rhyme or reason to how you ranked them? 17 A No. They were just issues that I would like to 18 have discussed. 19 Q Number three is, "Segregation of business 20 expenses of H. Walker Foods versus Renaissance Man." Did 21 I read that correctly? 22 A That is correct. 23 Q When you say H. Walker Foods, do you mean H. 24 Walker Enterprises, LLC? 25 A I did.</p>	<p style="text-align: right;">Page 181</p> <p>1 Q What was discussed during that meeting? 2 A The waffle incident, again, was described in 3 detail, the list of things I discussed with Mr. Staples, 4 the list of things that I would try to resolve and bring 5 clarity to at the board meeting so that we would have -- 6 we would have it in writing so that we could move forward 7 without an opportunity for a misunderstanding. 8 Q Anything else? 9 A Nothing else that I can recall. 10 Q During that meeting with Mr. Staples on 11 December 11th, did the Mr. Staples indicate that he needed 12 poultry to protect him with respect to Mr. Walker? 13 A It was my recollection that Mr. Staples conveyed 14 that if he thought Mr. Walker was doing something illegal 15 with the waffles or that he was trying to do something 16 that was wrong that he wanted to know if -- where Simmons 17 would stand on that. 18 Q I'm sorry, say that again. 19 A He wanted to know where Simmons would stand. 20 Q And what was the response by Simmons? 21 A I'm trying to make sure I recall exactly what I 22 would've said to him, that if we had done -- if he is 23 acting in an ethical manner and is doing nothing wrong and 24 calling out or raising an issue that was unethical, 25 that -- I'm trying to recall exactly what I said,</p>

<p style="text-align: right;">Page 182</p> <p>1 something to the effect that we would treat him right.</p> <p>2 Q Did you go review any policies or rules of</p> <p>3 Simmons in responding to Mr. Staples?</p> <p>4 A I did not.</p> <p>5 Q Now, would it be poultry's position that if an</p> <p>6 employee sensed that something was taking place that was</p> <p>7 unethical, to report it immediately and not wait for an</p> <p>8 extended period of time before reporting it?</p> <p>9 A It would be.</p> <p>10 Q And why would that be the rule?</p> <p>11 A So we could understand what was happening and</p> <p>12 address it immediately.</p> <p>13 Q And did Mr. Staples report the situation</p> <p>14 revolving around the waffles and the submission of the</p> <p>15 expense around the time it happened?</p> <p>16 A Ms. Seal reported it and then Mr. Staples</p> <p>17 followed up with what -- confirming and repeating what was</p> <p>18 already told to us by Ms. Seal.</p> <p>19 Q And I know that poultry may not have been privy</p> <p>20 to it, but do you know if from maybe learning from Mr.</p> <p>21 Staples or Mr. Walker that Mr. Walker asked Mr. Staples</p> <p>22 who was telling Simmons not to pay expenses and Mr.</p> <p>23 Staples informed Mr. Walker that it was him?</p> <p>24 A I don't recall exactly whether John had made</p> <p>25 that statement.</p>	<p style="text-align: right;">Page 184</p> <p>1 A That is correct.</p> <p>2 Q Is there anyone else in poultry that this</p> <p>3 document 107 and 108 was sent to at poultry besides you?</p> <p>4 A I do not believe so, no.</p> <p>5 Q Did you forward it to anyone at poultry after</p> <p>6 you received it?</p> <p>7 A I do not recall forwarding it to anybody.</p> <p>8 Q Before you received it on whatever date that</p> <p>9 document shows you received it by e-mail, had you</p> <p>10 discussed with Mr. Chip Miller what was going to take</p> <p>11 place as set out in this document?</p> <p>12 A I recall returning from the board meeting and</p> <p>13 then having a discussion with Mr. Miller of what we would</p> <p>14 do.</p> <p>15 Q What did you tell him you would do? Was that in</p> <p>16 writing or was that oral?</p> <p>17 A That would be a verbal conversation.</p> <p>18 Q Okay. Tell me what you told Mr. Miller was</p> <p>19 going to be done.</p> <p>20 A That we were going to transition the leadership</p> <p>21 of Renaissance Man Food Service from Mr. Staples to</p> <p>22 Mr. Blaine Walker.</p> <p>23 Q Did you tell Mr. Miller that Ms. Kim Staples</p> <p>24 would no longer have any ownership interest in the food</p> <p>25 broker business and that her employment with the food</p>
<p style="text-align: right;">Page 183</p> <p>1 Q And does poultry know if that communication</p> <p>2 between Mr. Walker and Mr. Staples occurred prior to the</p> <p>3 date Mr. Walker put in his e-mail that he was CEO and the</p> <p>4 reference about being told no?</p> <p>5 MR. PARKER: I'm going to object because he just</p> <p>6 said he doesn't know if the conversation occurred.</p> <p>7 A I can't answer that.</p> <p>8 MR. SIMMS: Okay. I'm going to take a quick</p> <p>9 break. I may be getting close to being finished.</p> <p>10 (Short break from 3:39 p.m. to 3:49 p.m.)</p> <p>11 MR. SIMMS: We are on Exhibit 25; is that</p> <p>12 correct?</p> <p>13 MR. PARKER: The next exhibit would be</p> <p>14 Exhibit 25.</p> <p>15 Q (BY MR. SIMMS) Let me show you Exhibit 25.</p> <p>16 (WHEREUPON, Exhibit 25 was marked for</p> <p>17 identification.)</p> <p>18 A Okay.</p> <p>19 Q All right. So you received this particular</p> <p>20 document by e-mail from Mr. Walker on December 21, 2017 or</p> <p>21 when?</p> <p>22 MR. PARKER: There should be an e-mail showing</p> <p>23 this is an attachment.</p> <p>24 Q (BY MR. SIMMS) So whatever that e-mail shows is</p> <p>25 when you received it; is that correct?</p>	<p style="text-align: right;">Page 185</p> <p>1 broker business would be over with?</p> <p>2 A That was not an issue that would have been of</p> <p>3 concern to Chip and it was not discussed with Chip.</p> <p>4 Q Same with respect to Blair Staples?</p> <p>5 A That is correct.</p> <p>6 Q But ultimately, Mr. Miller is the one who</p> <p>7 terminated Ms. Blair Staples, correct?</p> <p>8 A He did.</p> <p>9 Q But you didn't discuss it with him until the day</p> <p>10 he terminated her?</p> <p>11 A After -- at some point I did discuss it, but I</p> <p>12 don't recall doing that immediately after the board</p> <p>13 meeting. I think it was after this document came out,</p> <p>14 sometime between here and year end.</p> <p>15 Q What did Mr. Miller say?</p> <p>16 A Okay.</p> <p>17 Q All right. He didn't question or think it was</p> <p>18 fair or anything like that?</p> <p>19 A He thought it was fair and time to make the</p> <p>20 transition.</p> <p>21 Q All right. Now, let's get back to this</p> <p>22 document. Did you respond in any way to what is set out</p> <p>23 on pages 107 and 108 in any way in writing to Mr. Walker</p> <p>24 or to Mr. Eisenman and clarify anything, correct anything?</p> <p>25 A I don't recall whether I sent an acknowledgment</p>

<p style="text-align: right;">Page 186</p> <p>1 or not, but I don't -- I do not recall any correction or 2 change. 3 Q All right. Do you agree that the proposals that 4 were discussed on December the 12th not only concerned 5 termination of John Staples as general manager of 6 Renaissance Man, but also what to do with Kim Staples and 7 Blair Staples and the food broker DSM Sales &amp; Marketing? 8 A It does discuss -- it does contemplate those 9 which are all the loose ends that needed to be tied up. 10 Q And ends that needed to be dealt with so there 11 would be no legal liability with respect to claims by Kim 12 Staples or Blair Staples or DSM Sales &amp; Marketing, 13 correct? 14 A I don't agree with that statement because I 15 don't know of any legal liability that was -- that did or 16 does exist. 17 Q All right. Proposal A, specifically under the 18 Proposal A there's a proposal dealing with John Staples, 19 there's a proposal dealing with Kim Staples and there's a 20 proposal dealing with Blair Staples, correct? 21 A That is correct. 22 Q So John -- under Proposal A, John was to 23 terminate his employment as general manager of Renaissance 24 Man Food Services (Simmons is John's official employer) in 25 his role as a paid consultant to DSM, correct?</p>	<p style="text-align: right;">Page 188</p> <p>1 Did I read that correctly? 2 A That is what it says. 3 Q All right. Then under that regarding consulting 4 pay, and this consulting pay relates to this new 5 consulting agreement with RMFS; is that your 6 understanding? 7 A This was the method that we would pay -- that we 8 contemplated paying John severance. 9 Q All right. Why did you include the we, was that 10 money to fund that severance or that consulting agreement 11 coming from -- 12 A We as the board of Renaissance Man Food Service. 13 Q Okay. Now, it says that if John does not 14 violate the consulting agreement. Do you know what would 15 happen if John violated the consulting agreement? 16 A I would -- I presumed it would be like any other 17 agreement that we would have put in -- Simmons would put 18 in place with a separation, violation of the agreement 19 would end the payments. 20 Q Terminate the agreement? 21 A It would terminate the agreement. 22 Q And one basis for terminating the agreement 23 would be if Mr. Staples said anything negative or deemed 24 negative by Renaissance Man or Simmons? Disparagement, 25 did I read that correctly?</p>
<p style="text-align: right;">Page 187</p> <p>1 A That is correct. 2 Q So at least on December 21, 2017 or whenever you 3 received this proposal, if you had not already discussed 4 this on December the 12th, 2017, you knew and poultry knew 5 through you Mr. Staples had a consultant relationship with 6 DSM Sales &amp; Marketing? 7 A That is correct. 8 Q All right. Now, under Proposal A, was John 9 going to resign instead of being terminated by Simmons? 10 A That is a matter of semantics. His employment 11 would end. 12 Q Was it -- go ahead. 13 A And he would receive a severance for that -- for 14 that end of employment. 15 Q All right. So under John, under provision -- 16 and it doesn't have a number, but it's the first little 17 dot there, two things were going to happen, John was to 18 terminate his employment as general manager of RMFS and 19 his role with respect to DSM as a paid consultant, two 20 things, correct? 21 A That's correct. 22 Q Okay. Then under that, "John was to sign a one 23 year consulting agreement with RMFS to provide consulting 24 services as requested by Mr. Walker, Mr. Walker to closely 25 supervise. John will perform no further work with DSM."</p>	<p style="text-align: right;">Page 189</p> <p>1 A That is -- that was the request. 2 Q So if Mr. Staples signed this consulting 3 agreement on January the 1st, 2018 and on January the 2nd, 4 2018 Renaissance Man said that he made a disparaging 5 remark, they could terminate the agreement? 6 A A non-disparagement clause is a fairly typical 7 clause in a severance agreement. Non-disparagement, 8 nonsolicitation, those are pretty typical. 9 Q He could not say anything negative about RMFS or 10 Simmons for two years; is that correct? 11 A That's correct. 12 Q So he worked for a year, but then he's 13 prohibited from saying anything negative about Renaissance 14 Man Food Services or Simmons for another year afterwards; 15 am I reading that correct? 16 A That was the ask. 17 Q And a nonsolicitation provision so that John 18 would not recruit employees from Renaissance Man Food 19 Services or Simmons for two years, the consulting year 20 plus one more. If Mr. Staples is consulting for 21 Renaissance Man, why would he be soliciting or recruiting 22 employees from Renaissance Man or Simmons? 23 A Because Herschel had discussed at the board 24 meeting John -- that John had expressed a desire to form 25 his own brokerage company and wanted to go into business</p>

<p style="text-align: right;">Page 190</p> <p>1 for himself with other partners that ultimately would be  2 competing with what we were doing.  3 Q That's what Mr. Walker said?  4 A That's what Mr. Walker had shared at the board  5 meeting after we were discussing the arrangements of the  6 termination.  7 Q And poultry did not know what directions or  8 pressure was being placed on Mr. Staples by Mr. Eisenman  9 or Mr. Walker to generate different revenues for H. Walker  10 Enterprises or Renaissance Man or what the brokerage would  11 look like with shared services or with other entities?  12 MR. PARKER: Objection --  13 MR. KING: Objection to the form of the  14 question.  15 MR. PARKER: -- it assumes facts not in  16 evidence.  17 MR. SIMMS: Well, they're in evidence, they're  18 all in the records of --  19 MR. PARKER: I'm not going to argue with you.  20 He can answer the question.  21 Q (BY MR. SIMMS) -- the lawyers that represented  22 Ms. Staples at the meeting.  23 MR. KING: That's a really compound question.  24 A Can you break that into smaller pieces? I'm  25 having a hard time following.</p>	<p style="text-align: right;">Page 192</p> <p>1 general manager of Renaissance Man to say is this legal  2 bill applicable to Renaissance Man activity.  3 Q (BY MR. SIMMS) The third item under the  4 Proposal A concerning John Staples was that he would  5 provide a release of any liability. Did I read that  6 correctly?  7 A That's correct.  8 Q Was there a discussion during the December 12th  9 meeting that his release that he would give would be to  10 the favor of poultry, Renaissance Man, and H. Walker  11 Enterprises and concern and relate to his employment as  12 general manager of Renaissance Man and his relationship  13 with DSM as a paid consultant?  14 A The release of liability would be a standard  15 request as part of a standard severance agreement, that  16 would be the reason for giving a severance would be to  17 avoid having to take the organization through a procedure  18 such as this. The non-disparagement and nonsolicitation  19 are standard as well for someone in the position that John  20 was in.  21 Q Would you agree with me that with respect to  22 John the Proposal A wanted to deal with his status as an  23 employee of Simmons and his status as a paid consultant  24 with respect to DSM, both of those statuses?  25 A He would continue to -- well, he would be a paid</p>
<p style="text-align: right;">Page 191</p> <p>1 Q (BY MR. SIMMS) Well, let me -- let me back up.  2 The legal bills for Mr. Walker's attorney, Mr. Eisenman,  3 were submitted to Simmons for the year 2017 and were paid  4 and processed by Simmons as part of expenses of  5 Renaissance Man, correct?  6 MR. PARKER: Objection, assumes facts not in  7 evidence.  8 A There were invoices submitted to Renaissance Man  9 to be paid by Renaissance Man that was work on behalf of  10 Renaissance Man from Mr. Eisenman. I do not know if that  11 was his entire billing or not.  12 Q And certainly within the purview or the access  13 of poultry would be copies of those legal bills and  14 poultry could read the descriptions to see what  15 Mr. Eisenman was billing for, correct?  16 A That is correct.  17 Q And so that knowledge could be imputed to  18 poultry by having possession of those legal bills, do you  19 agree?  20 MR. PARKER: Objection, calls for a legal  21 conclusion.  22 A I don't know that poultry could ascertain if  23 that was his entire scope of work or not. All we could do  24 would be review those and say whether they were around Ren  25 Man, but, again, that would also be the purview of the</p>	<p style="text-align: right;">Page 193</p> <p>1 consultant of Renaissance Man Food Service, yes. I agree  2 that it did end his employment at Simmons and whatever he  3 was being paid from DSM.  4 Q So any rights he had as an employee of Simmons  5 or rights he had as a paid consultant to DSM3 would be  6 extinguished if he accepted Proposal A?  7 A That would be what he would give up for the  8 payment that was offered.  9 Q For one year that might start and then be ended  10 the next day if he made some kind of alleged negative  11 statement about RMFS or Simmons?  12 MR. PARKER: Objection, that's not what the  13 document says. That's not what the agreement that was  14 ultimately presented to Mr. Staples says. You're  15 mischaracterizing both documents.  16 A It is my belief there is a standard of  17 disparagement that would be considered common that would  18 cover that.  19 Q (BY MR. SIMMS) Let's go to Ms. Staples now. It  20 says she's going to resign from DSM and sign over all of  21 her 50 percent ownership interest in DSM to Julie. Did I  22 read that correctly?  23 A That's what it says.  24 Q All right. And Ms. Blanchard was a participant  25 in the December 12th meeting, correct?</p>

<p style="text-align: right;">Page 194</p> <p>1 A That is correct.</p> <p>2 Q So under Proposal A, it looks like Mrs. Staples</p> <p>3 is going to do something voluntarily and that means resign</p> <p>4 and Mr. John Staples is going to do something voluntarily</p> <p>5 and he's going to resign as general manager of RMFS and</p> <p>6 with respect to his status as a paid consultant to DSM.</p> <p>7 Did I read that correctly?</p> <p>8 A That is correct.</p> <p>9 Q And under Proposal A, Mrs. Staples in giving up</p> <p>10 her ownership interest in DSM is going to execute a</p> <p>11 release of all other liability, right?</p> <p>12 A That is what it says.</p> <p>13 Q And she's also going to forfeit or give up her</p> <p>14 employment status because it says after she distributes</p> <p>15 any profits under the operating agreement for that entity</p> <p>16 she will not be paid anything else; is that correct?</p> <p>17 A That's correct.</p> <p>18 Q And then Blair Staples is referenced next under</p> <p>19 Proposal A, correct?</p> <p>20 A That is correct.</p> <p>21 Q And that her employment by DSM through Simmons</p> <p>22 would be terminated. Did I read that correctly?</p> <p>23 A That's correct.</p> <p>24 Q And then it's got in parentheses,</p> <p>25 "Herschel/Julie, you may want to give Blair two months</p>	<p style="text-align: right;">Page 196</p> <p>1 2017, do you agree?</p> <p>2 MR. PARKER: Object to the side bar.</p> <p>3 A I don't -- I disagree.</p> <p>4 Q (BY MR. SIMMS) Was there collaboration going on</p> <p>5 between you on behalf of poultry and Herschel Walker in</p> <p>6 whatever capacity he was acting in and Julie Blanchard in</p> <p>7 whatever capacity she was attending the meeting in?</p> <p>8 A I -- again, I'm not a lawyer, so I don't know</p> <p>9 what --</p> <p>10 Q I'm not asking for a legal opinion.</p> <p>11 A -- collaboration --</p> <p>12 Q I'm asking for whatever you call it,</p> <p>13 collaboration, discussions amongst each other, making</p> <p>14 decisions, coming up with these plans.</p> <p>15 A There were decisions that were made. First --</p> <p>16 the first decision was Proposal B. Herschel opened the</p> <p>17 meeting fully stating that he wanted to terminate the</p> <p>18 agreement with John Staples, an acknowledgment that John</p> <p>19 was employed at will and that we could make that</p> <p>20 termination, acknowledging that RMFS had a 30 day notice</p> <p>21 clause with their broker of record, DSM, and that they had</p> <p>22 every right to terminate that agreement with 30 days</p> <p>23 notice and that they had the right to do that, Renaissance</p> <p>24 Man had the right to take that action and that was what</p> <p>25 Herschel was advocating that we do.</p>
<p style="text-align: right;">Page 195</p> <p>1 severance to give John extra incentive to cooperate in</p> <p>2 which event Blair will agree to a non-disparagement</p> <p>3 provision, a nonsolicitation provision and a release of</p> <p>4 other liability." Did I read that correctly?</p> <p>5 A You did.</p> <p>6 Q And how was Herschel Walker going to give Blair</p> <p>7 Staples anything if she was employed as an employee of DSM</p> <p>8 in which he had no ownership interest or through her</p> <p>9 employment with Simmons where he had no -- he was not</p> <p>10 employing her in any capacity?</p> <p>11 A I believe it says Herschel/Julie.</p> <p>12 Q To the knowledge of poultry, did either Herschel</p> <p>13 or Julie offer any type of severance concerning Blair</p> <p>14 Staples?</p> <p>15 A I seem to recall something in the transcript of</p> <p>16 the phone conversation between -- or the conversation</p> <p>17 between Herschel and John Staples about the termination</p> <p>18 agreement. It was that Julie -- or Blair's employment was</p> <p>19 -- was discussed.</p> <p>20 Q And then the proposal here goes on to have a</p> <p>21 Plan B or Proposal B, correct?</p> <p>22 A That's correct.</p> <p>23 Q All right. So we've got an A and we've got a B?</p> <p>24 A That's correct.</p> <p>25 Q A lot of planning going on on December the 12th,</p>	<p style="text-align: right;">Page 197</p> <p>1 As a manager for the organization from Simmons</p> <p>2 and looking at the situation and John's personality, it is</p> <p>3 -- it was my belief that John would be contentious over</p> <p>4 this and he tends to be a bully in how he deals with</p> <p>5 issues. It was my belief that we would be best served to</p> <p>6 invest some funds, make this issue resolved and take it</p> <p>7 through what we ended up taking it through because it</p> <p>8 would be worse for all parties involved and so I advocated</p> <p>9 hard that we develop proposal -- a proposal that we could</p> <p>10 settle this with so that all parties could move on with</p> <p>11 their lives and restart with new leadership and John would</p> <p>12 have funds to restart a career. So that's why we had</p> <p>13 Proposal A and Proposal B, and Proposal A was the -- what</p> <p>14 we finally agreed to was the preferred way that we end the</p> <p>15 relationship.</p> <p>16 Q Under Proposal B, it says, "If John refuses to</p> <p>17 cooperate." So the difference between B and A hinged or</p> <p>18 was contingent on Mr. Staples' cooperation?</p> <p>19 A Cooperation, agreement, whatever word you</p> <p>20 choose.</p> <p>21 Q So under Proposal B with respect to John</p> <p>22 Staples, "Mr. Staples is not going to voluntarily resign,</p> <p>23 he's going to be terminated by Simmons in his employment</p> <p>24 as general manager of Renaissance Man Food Services.</p> <p>25 (Simmons is John's official employer.)" Did I read that</p>

<p style="text-align: right;">Page 198</p> <p>1 correctly?</p> <p>2 A That is correct.</p> <p>3 Q And no severance except as Simmons normally</p> <p>4 provides. Did poultry or Simmons agree that there would</p> <p>5 be a severance provided under its rules with its</p> <p>6 employees?</p> <p>7 A We don't have a rule for severance for</p> <p>8 termination.</p> <p>9 Q Then why was this even mentioned under Proposal</p> <p>10 B?</p> <p>11 A That was -- you'll have to ask Mr. Eisenman.</p> <p>12 Q Was it discussed in the December 12th meeting</p> <p>13 that you attended based on your recollection?</p> <p>14 A I do not recall -- no, I did not offer any</p> <p>15 severance for Mr. Staples.</p> <p>16 Q Did you say that Mr. Staples was an at will</p> <p>17 employee at Simmons?</p> <p>18 A Yes.</p> <p>19 Q Did you discuss that the contract of employment</p> <p>20 with Mr. Staples had been modified after he went to work</p> <p>21 for Simmons?</p> <p>22 MR. PARKER: Objection to the form the question.</p> <p>23 Q (BY MR. SIMMS) Had it been expressly modified</p> <p>24 since March the 6th, 2009?</p> <p>25 MR. PARKER: Objection again to the form of the</p>	<p style="text-align: right;">Page 200</p> <p>1 has with all its workers as well.</p> <p>2 Q (BY MR. SIMMS) You did know and poultry did</p> <p>3 know, at least on December 21, 2017 or whenever you</p> <p>4 received this proposal, that there was an operating</p> <p>5 agreement concerning Kim Staples because in page 107 it</p> <p>6 says -- well, excuse me, page 108 under Kim it says that</p> <p>7 any profit after expenses will be split per the current</p> <p>8 agreement.</p> <p>9 MR. PARKER: Objection, form.</p> <p>10 Q (BY MR. SIMMS) And what I want to know from you</p> <p>11 is on December the 12th, 2017, was the operating agreement</p> <p>12 where Mrs. Blanchard and Mrs. Staples were owners of DSM3</p> <p>13 discussed and consulted as the coming up of these</p> <p>14 proposals and these plans?</p> <p>15 MR. KING: Objection to the form of the question</p> <p>16 and asked and answered.</p> <p>17 A I have no knowledge of any operating agreement</p> <p>18 or how it was structured, nor did I as a Simmons Foods</p> <p>19 representative have any real interest in that operating</p> <p>20 agreement. That was separate and aside from any</p> <p>21 activities Simmons Foods had.</p> <p>22 Q (BY MR. SIMMS) But you knew on December the</p> <p>23 12th that these proposals were tying all of these claims</p> <p>24 together as it related to the termination of Mr. Staples,</p> <p>25 correct?</p>
<p style="text-align: right;">Page 199</p> <p>1 question referring to the offer letter as an employment</p> <p>2 contract. You can answer.</p> <p>3 A From my perspective, all employees at Simmons</p> <p>4 are at will.</p> <p>5 Q (BY MR. SIMMS) Are you at will?</p> <p>6 A I am. There are only two people in the</p> <p>7 organization that aren't and they both own it.</p> <p>8 Q If Mr. Staples was an at will employee, why is</p> <p>9 his cooperation needed?</p> <p>10 A To agree for the liability release, the</p> <p>11 non-disparagement, the nonsolicitation so that, again, we</p> <p>12 would spend funds that -- it is a business judgment of how</p> <p>13 much are you going to spend trying to fight an issue</p> <p>14 versus what can you offer to avoid the whole other legal</p> <p>15 expenses that we could see how this would end up and it</p> <p>16 did.</p> <p>17 Q Would you agree with me that Mrs. Kim Staples'</p> <p>18 ownership interest in DSM is not at will?</p> <p>19 MR. PARKER: Objection, calls for a legal</p> <p>20 conclusion.</p> <p>21 A I have no -- I have no idea on how Mrs. Staples'</p> <p>22 ownership structure is. What I do know is that</p> <p>23 Renaissance Man Food Service has a 30 day notice clause</p> <p>24 for all brokers and executed that 30 day notice to end the</p> <p>25 brokerage relationship and that is similar to what Simmons</p>	<p style="text-align: right;">Page 201</p> <p>1 MR. KING: Objection, misstates his testimony.</p> <p>2 MR. PARKER: You can answer.</p> <p>3 A I did know that there were multiple issues</p> <p>4 because of the interweaving of the relationships that were</p> <p>5 -- that had been created over time by Mr. Staples and that</p> <p>6 his termination had to unwind all those complicated</p> <p>7 relationships that he'd built into Renaissance Man, DSM,</p> <p>8 employment of his spouse, employment of his daughter.</p> <p>9 Q (BY MR. SIMMS) And with respect to the entity</p> <p>10 DSM, my question to you is knowing that that would have to</p> <p>11 be unwound, did the topic come up during the December 12th</p> <p>12 meeting to refer to the operating agreement with respect</p> <p>13 to what to do with the ownership interest of Mrs. Staples?</p> <p>14 A I do not recall the operating agreement being</p> <p>15 referred to in the discussion.</p> <p>16 Q Were you aware and did it come up on</p> <p>17 December 12, 2017 that the intentions of Ms. Blanchard</p> <p>18 and/or Mr. Walker were to suspend the broker agreement</p> <p>19 with DSM in exchange for Mrs. Staples giving up her</p> <p>20 ownership interest for the sum of \$10? Was that</p> <p>21 discussed?</p> <p>22 A I don't recall the dollar amount that would be</p> <p>23 offered for the DSM entity. Again, I have no knowledge of</p> <p>24 the revenues and expenses of DSM, the magnitude of</p> <p>25 business they might or might not have.</p>

<p style="text-align: right;">Page 202</p> <p>1 Q Was it discussed on December 12, 2017 that if</p> <p>2 the operating agreement for DSM was followed that</p> <p>3 Mrs. Staples' ownership interest was in excess of \$10?</p> <p>4 A The operating agreement, I don't have any</p> <p>5 recollection of the operating agreement being discussed,</p> <p>6 so, no, it was not.</p> <p>7 Q And if Mrs. Staples' ownership interest was to</p> <p>8 be determined by an operating agreement that she had paid</p> <p>9 legal expenses to the law firm that prepared this</p> <p>10 document, prepared, had to be determined by that</p> <p>11 agreement, is that the reason that John Staples'</p> <p>12 cooperation was needed?</p> <p>13 MR. KING: Objection to the form of the question</p> <p>14 and the fact that you just made a total misrepresentation.</p> <p>15 A Again, I have never seen that operating</p> <p>16 agreement, I have no knowledge of the operating agreement.</p> <p>17 I do know that the cooperation that was asked of John was</p> <p>18 to avoid -- to make a payment above and beyond what was</p> <p>19 necessary, but it was a business judgment to avoid the</p> <p>20 expense of litigation which we could foresee coming from</p> <p>21 John. Regardless of the facts, just his demeanor and</p> <p>22 behavior, you could easily predict that we would end up</p> <p>23 here were it not for an amicable separation.</p> <p>24 Q (BY MR. SIMMS) Well, was it discussed that we</p> <p>25 could end up here because Mrs. Staples had an ownership</p>	<p style="text-align: right;">Page 204</p> <p>1 A When I received what?</p> <p>2 Q This proposal sometime on or after December 21,</p> <p>3 2017?</p> <p>4 A What was I aware of?</p> <p>5 Q Under Kim Staples, under Proposal B, it says any</p> <p>6 profit after expenses will be split per the current</p> <p>7 agreement. You were aware that that was being talked</p> <p>8 about, a current agreement?</p> <p>9 A I presumed that they had some agreement of how</p> <p>10 they split funds out of -- or disbursed out of DSM.</p> <p>11 Q If the discussion about what that agreement was</p> <p>12 did not come up on December the 12th, after receiving this</p> <p>13 document on or about December 21, 2017, did you call</p> <p>14 Mr. Eisenman or Mr. Walker or Ms. Blanchard or consult</p> <p>15 anybody in poultry including your internal lawyers about</p> <p>16 what that meant and the outcome of that operating</p> <p>17 agreement or current agreement?</p> <p>18 A I did not because it was not of concern to me</p> <p>19 from poultry.</p> <p>20 Q But -- go ahead.</p> <p>21 A The action we were taking was trying to wind</p> <p>22 that up or to give a 30 day notice and the activity</p> <p>23 relating to Renaissance Man Food Service ended, so the</p> <p>24 revenue and the activity, the expenses they were incurring</p> <p>25 was coming to an end one way or the other in 30 days.</p>
<p style="text-align: right;">Page 203</p> <p>1 interest in an entity whose purpose from day one was to go</p> <p>2 beyond its relationship with Renaissance Man and grow and</p> <p>3 expand and that her expectations as an owner was greater</p> <p>4 than Renaissance Man and to avoid having to deal with her</p> <p>5 and resolve her ownership interest in that entity under an</p> <p>6 operating agreement, it was crafted that that could be</p> <p>7 avoided by seeking Mr. Staples' cooperation?</p> <p>8 MR. PARKER: Objection, form. I don't know if</p> <p>9 that's a speech or a question. He said there is no</p> <p>10 knowledge of an operating agreement, he's got none. Stop</p> <p>11 asking questions about it.</p> <p>12 MR. SIMMS: I'm asking if it came up during the</p> <p>13 meeting.</p> <p>14 A I do not recall that --</p> <p>15 MR. PARKER: He said he didn't. He's mentioned</p> <p>16 --</p> <p>17 A -- coming up --</p> <p>18 MR. SIMMS: You're not testifying now, are you?</p> <p>19 MR. PARKER: I'll tell -- fine. Don't answer</p> <p>20 any more questions about an operating agreement. I'll</p> <p>21 short circuit it.</p> <p>22 A Okay.</p> <p>23 Q (BY MR. SIMMS) When you received this, you were</p> <p>24 aware that there was reference to a current agreement</p> <p>25 concerning DSM, correct?</p>	<p style="text-align: right;">Page 205</p> <p>1 Q Have you seen the communication from</p> <p>2 Mr. Eisenman at the time he formed DSM3 related to the</p> <p>3 business expectations to go beyond the relationship that</p> <p>4 entity was having with Renaissance Man?</p> <p>5 A I have seen no -- no, I have not.</p> <p>6 Q All right. Was it discussed during the</p> <p>7 December 12, 2017 meeting that the expectations of DSM3 or</p> <p>8 DSM Sales &amp; Marketing from day one was to be beyond the</p> <p>9 relationship with Renaissance Man Food Services?</p> <p>10 A I do not recall that being part of that board</p> <p>11 meeting discussion.</p> <p>12 Q Do you know if Mr. Eisenman billed for preparing</p> <p>13 a long form operating agreement and submitted that legal</p> <p>14 bill to DSM3, 50 percent of which was paid by Mrs.</p> <p>15 Staples?</p> <p>16 MR. KING: Objection to the form of that</p> <p>17 question --</p> <p>18 Q (BY MR. SIMMS) Do you know?</p> <p>19 A No.</p> <p>20 MR. KING: -- and the representation which is</p> <p>21 wrong.</p> <p>22 MR. SIMMS: It's correct, absolutely correct.</p> <p>23 You know it. You know it.</p> <p>24 MR. PARKER: He said no.</p> <p>25 Q (BY MR. SIMMS) Poultry was not aware of that?</p>

<p style="text-align: right;">Page 206</p> <p>1 A Poultry had nothing to do with DSM.</p> <p>2 Q And it was not discussed on December the 12th,</p> <p>3 2017?</p> <p>4 A It was not.</p> <p>5 Q And then with respect to Blair Staples under</p> <p>6 Proposal B, her employment by DSM through Simmons would</p> <p>7 terminate, and then it says in parentheses, "Simmons will</p> <p>8 terminate her employment." Did I read that correctly?</p> <p>9 A That is correct.</p> <p>10 Q And that she would get a severance, if any, that</p> <p>11 Simmons provided. And is your answer going to be the</p> <p>12 same, that Simmons did not provide a severance in such a</p> <p>13 situation?</p> <p>14 A That is correct.</p> <p>15 Q With respect to Blair Staples, who terminated</p> <p>16 her?</p> <p>17 A Chip Miller.</p> <p>18 Q At your direction?</p> <p>19 A Yes.</p> <p>20 Q Do you know when that took place?</p> <p>21 A I will have to look at the date. I'm sure</p> <p>22 there's paperwork on it. I don't recall the exact date.</p> <p>23 But again, we were terminating her being paid through</p> <p>24 Simmons and being reimbursed from DSM so I have no</p> <p>25 knowledge of her continuing employment under DSM, however</p>	<p style="text-align: right;">Page 208</p> <p>1 meeting and you received this document here on or around</p> <p>2 December 21, 2017, did you inquire of Mr. Walker or</p> <p>3 Mr. Eisenman as to when what was set out in this document</p> <p>4 would be put to Mr. Staples?</p> <p>5 A The understanding that it would be before the</p> <p>6 31st.</p> <p>7 Q Of December 2017?</p> <p>8 A So that we would have -- we would have this</p> <p>9 resolved by year end.</p> <p>10 Q And do you know anything about what was</p> <p>11 communicated to Mr. Staples to get him to Atlanta on</p> <p>12 December the 27th, 2017?</p> <p>13 A I do not.</p> <p>14 Q You know that was two days after Christmas? The</p> <p>15 25th is Christmas, the 27th is two days later, right?</p> <p>16 A Okay.</p> <p>17 Q You agree with me?</p> <p>18 A I agree that the 27th is two days after the</p> <p>19 25th.</p> <p>20 Q And do you know when Mr. Walker said he was</p> <p>21 withdrawing the Proposal A from Mr. Staples, what day it</p> <p>22 would be withdrawn if not accepted by the close of</p> <p>23 business?</p> <p>24 A I do not recall. It was sometime early January</p> <p>25 or mid January.</p>
<p style="text-align: right;">Page 207</p> <p>1 it continued to exist, but Simmons would no longer be the</p> <p>2 channel to employ Ms. Blair Staples.</p> <p>3 Q And I think I may have asked you this earlier</p> <p>4 today, but I want to be sure because I traveled a long</p> <p>5 distance and I slept in a hard bed. When did you learn</p> <p>6 that Proposal A and Proposal B had not been accepted by</p> <p>7 Mr. Staples?</p> <p>8 A I received an e-mail or text, something from</p> <p>9 Mr. Walker after the phone call he had had with Mr.</p> <p>10 Staples saying that they had come to an agreement, that it</p> <p>11 was more than what we had originally contemplated, but it</p> <p>12 was acceptable to both sides and then I received two, I</p> <p>13 believe, subsequent communications that, one, Mr. Staples</p> <p>14 had gone quiet and then, two, that Mr. Walker was getting</p> <p>15 frustrated that Mr. Staples would not respond to him and</p> <p>16 he was going to put a date that he would withdraw that</p> <p>17 offer and I agreed that that should happen and a final one</p> <p>18 saying he had withdrawn the offer.</p> <p>19 Q Did you also learn that Mr. Walker and/or</p> <p>20 Mr. Eisenman had instructed Mr. Staples to appear in the</p> <p>21 lawyer's office in Atlanta on December the 27th?</p> <p>22 A I don't know where the discussion occurred</p> <p>23 around Mr. Staples' termination. I don't know if that was</p> <p>24 in person or by phone or where it was.</p> <p>25 Q All right. When you left the December 12th</p>	<p style="text-align: right;">Page 209</p> <p>1 Q Did poultry send a letter of termination to Mr.</p> <p>2 Staples?</p> <p>3 A I'm not certain. I know Mr. Miller communicated</p> <p>4 with Mr. Staples. I'm not certain how that was done.</p> <p>5 Q Do you know when Mr. Staples' access to the</p> <p>6 Simmons e-mail system was shut down, prevented, cut off?</p> <p>7 MR. PARKER: Objection, asked and answered.</p> <p>8 Q (BY MR. SIMMS) Do you know what day that was?</p> <p>9 A It was the date of termination and his e-mails</p> <p>10 were made available to me from there forward.</p> <p>11 Q And at some point did all of Mr. Staples'</p> <p>12 e-mails be made available to Mrs. Blanchard or Mr. Walker?</p> <p>13 A As part of the due diligence in defending the</p> <p>14 litigation, yes, they were made available.</p> <p>15 Q Has the same been provided to Mr. Staples and</p> <p>16 his counsel so they could access the e-mails?</p> <p>17 A I'm not aware -- I don't know.</p> <p>18 Q You don't know?</p> <p>19 A I don't know.</p> <p>20 Q When Mr. Staples was cut off with regard to his</p> <p>21 e-mail, what was his basis of earnings, was it salary,</p> <p>22 bonus, what?</p> <p>23 A I don't know the full extent of Mr. Staples'</p> <p>24 earnings. I know what he was paid through Simmons, but I</p> <p>25 don't know -- I wasn't privy to the rest of his</p>

<p style="text-align: right;">Page 210</p> <p>1 compensation or other earnings and where they came from.</p> <p>2 Q I'm just talking about what poultry knows.</p> <p>3 Would it be in the W-2 document that we have, would that</p> <p>4 be his salary, his earnings?</p> <p>5 A That would be his earnings.</p> <p>6 Q What other benefits did he have?</p> <p>7 A Any of the benefits that we offer, 401(k),</p> <p>8 healthcare, supplemental life if he chose, eye care,</p> <p>9 dental care. We have a cafeteria plan that whatever Mr.</p> <p>10 Staples chose to subscribe to.</p> <p>11 MR. KING: Let the record reflect that during</p> <p>12 the course of the last answer, Mr. Staples has left.</p> <p>13 Q (BY MR. SIMMS) Mr. Staples had to leave to try</p> <p>14 to go make a living, so he had to leave, which I told him</p> <p>15 he could do.</p> <p>16 Was Mr. Staples' level of employment with</p> <p>17 poultry in a level that entitled him to certain benefits</p> <p>18 that other employees who may not be in that level could</p> <p>19 not enjoy or participate in?</p> <p>20 A I do not believe so.</p> <p>21 Q I saw in the early documents concerning Mr.</p> <p>22 Staples' hiring in something called a 360. Do you know</p> <p>23 what I'm talking about?</p> <p>24 A Yes. That is a -- that was a tool that we use</p> <p>25 occasionally to ask peers, subordinates and superiors to</p>	<p style="text-align: right;">Page 212</p> <p>1 Q Do you know what year that book came out?</p> <p>2 A I do not recall.</p> <p>3 Q Do you know that -- do you know who Kristin</p> <p>4 Kathy is?</p> <p>5 A Kristin Kathy, yes.</p> <p>6 Q She worked at Sysco at some point in time,</p> <p>7 correct?</p> <p>8 A She did.</p> <p>9 Q Have you investigated a conversation she had</p> <p>10 with Mr. Chip Miller that she was concerned about the</p> <p>11 contents of the book that Mr. Walker had penned?</p> <p>12 A I know that after the book came out there were a</p> <p>13 few people that expressed concern, as you would probably</p> <p>14 expect when someone said they had multiple personalities.</p> <p>15 Q Did Mr. Staples express concerns to anyone at</p> <p>16 poultry regarding how he was being treated concerning</p> <p>17 Mr. Walker at any time after March 6, 2009?</p> <p>18 A He did not.</p> <p>19 Q But he was certain that he was not going to be</p> <p>20 employed by Renaissance Man or H. Walker Enterprises,</p> <p>21 correct?</p> <p>22 A Mr. Staples came to us as a -- as an advocate</p> <p>23 and a trusted associate of Mr. Walker. He was put in that</p> <p>24 position because they had a prior relationship where they</p> <p>25 had developed that trust and mutual admiration, shared a</p>
<p style="text-align: right;">Page 211</p> <p>1 provide feedback to the employee about their behaviors and</p> <p>2 how they go about conducting their business.</p> <p>3 Q Didn't have anything to do with a particular</p> <p>4 level that you were employed at and what you could receive</p> <p>5 benefit-wise?</p> <p>6 A It was a tool to manage performance.</p> <p>7 Q Have you read Mr. Staples' deposition?</p> <p>8 A I have not.</p> <p>9 Q So if I ask you questions about incidences that</p> <p>10 occurred after March 6, 2009 where Mr. Staples says that</p> <p>11 representatives and agents of poultry indicated to him</p> <p>12 that he would be protected and his job was secure and he</p> <p>13 could only be terminated for cause, you have not</p> <p>14 investigated that to see if those incidences took place or</p> <p>15 not; is that correct?</p> <p>16 A I have been made aware of his assertions and I</p> <p>17 have asked those that were -- those current and former</p> <p>18 employees or agents of Simmons have asked former employees</p> <p>19 of those alleged conversations.</p> <p>20 Q And what has been the response?</p> <p>21 A Unequivocally, that they are fabrication from</p> <p>22 Mr. Staples, they did not occur.</p> <p>23 Q Are you aware that Mr. Walker penned a book</p> <p>24 called Breaking Free?</p> <p>25 A I am.</p>	<p style="text-align: right;">Page 213</p> <p>1 football background and Mr. Staples always presented</p> <p>2 himself to me as a confidante of Mr. Walker and that he</p> <p>3 had his trust and that he had firsthand knowledge and the</p> <p>4 confidence of Mr. Walker to act on his behalf.</p> <p>5 Q When did poultry decide to terminate Mike</p> <p>6 Rogers?</p> <p>7 A I made that decision with Mr. Walker in -- I</p> <p>8 will have to look. It was in -- it was prior to this</p> <p>9 agreement. It was in 2009.</p> <p>10 Q And prior to that, poultry had approached Mr.</p> <p>11 Staples in July of 2008 and offered him employment,</p> <p>12 correct?</p> <p>13 A Correct.</p> <p>14 Q He didn't accept it and then there was another</p> <p>15 offer made to him in February of 2009, correct?</p> <p>16 A Correct.</p> <p>17 Q And the offer was sweetened between July of 2008</p> <p>18 and February 2009, correct?</p> <p>19 A Correct.</p> <p>20 Q And then another offer was made to him on March</p> <p>21 the 6th, 2009 and it had been sweetened, correct?</p> <p>22 A Yes, it had been.</p> <p>23 Q And, in fact, it included a provision that Mr.</p> <p>24 Staples would be paid a bonus of five percent of the net</p> <p>25 income when he was moved to Walker Foods up to 50 percent</p>

<p style="text-align: right;">Page 214</p> <p>1 of his salary, correct?</p> <p>2 A That's correct.</p> <p>3 Q That never occurred, did it?</p> <p>4 A I don't know what was paid to Mr. Staples out of</p> <p>5 Renaissance Man expense, if there were things -- if there</p> <p>6 were expenses paid directly to him, no.</p> <p>7 Q Are you telling me that the application of that</p> <p>8 paragraph three, I believe it is, of the March 6, 2009</p> <p>9 employment offer was to be administered by Mr. Walker?</p> <p>10 A I am telling you that 100 percent of Mr.</p> <p>11 Staples' expenses were passed through to Renaissance Man</p> <p>12 and that if there were any additional compensation paid,</p> <p>13 that would have been a Renaissance Man expense.</p> <p>14 Q And are you aware that Mr. Walker says he had no</p> <p>15 involvement whatsoever in preparing paragraph three of the</p> <p>16 March 6, 2009 offer letter?</p> <p>17 A Okay.</p> <p>18 Q So my question to you is how is poultry making</p> <p>19 promises to Mr. Staples as part of his employment for</p> <p>20 something that Mr. Walker would have to fulfill the</p> <p>21 promise and Mr. Walker was not even involved at any time</p> <p>22 prior to the promise being made?</p> <p>23 A At the time this was done there were two classes</p> <p>24 of shares of Walker Foods and Simmons Foods had an</p> <p>25 ownership of the class B shares of Walker Foods and this</p>	<p style="text-align: right;">Page 216</p> <p>1 A I know there -- I have seen some documentation</p> <p>2 that was between Mr. Walker, Mr. Staples and Mr. Eisenman.</p> <p>3 I do not know of any firsthand discussions, nor did I ever</p> <p>4 have Mr. Staples bring up the question to me, and I</p> <p>5 verified it with Mr. Miller, any question or any issue</p> <p>6 over that entire tenure over a bonus payment.</p> <p>7 Q The documents you say you've seen with respect</p> <p>8 communications with Mr. Walker, Mr. Eisenman and Mr.</p> <p>9 Staples regarding Mr. Staples' bonus, have those been</p> <p>10 produced in the case?</p> <p>11 MR. PARKER: You produced them.</p> <p>12 Q (BY MR. SIMMS) I produced them. Okay.</p> <p>13 If Mr. Staples spoke with Mr. Miller about his</p> <p>14 bonus and participation in bonus, if he was told that he</p> <p>15 did not qualify to participate in the poultry profit</p> <p>16 sharing, that would be true, correct?</p> <p>17 A That is. He did not qualify.</p> <p>18 Q And, in fact, that's not what was agreed to on</p> <p>19 March the 6th, 2009, correct?</p> <p>20 A That is -- that did change after that offer was</p> <p>21 extended.</p> <p>22 Q And in the first offer in July of '08 and the</p> <p>23 second offer in February of 2009, Mr. Staples was being</p> <p>24 told that he could participate in the poultry profit</p> <p>25 sharing plan, correct?</p>
<p style="text-align: right;">Page 215</p> <p>1 would have been a sharing of the distribution from those</p> <p>2 shares somehow. This was not a -- this was not a well</p> <p>3 thought out offer on the bonus. It was more of a how do</p> <p>4 we align John's interest with his performance and his</p> <p>5 compensation with his performance.</p> <p>6 Q Was Mr. Staples told at the time paragraph three</p> <p>7 was communicated to him that him moving to Walker Foods</p> <p>8 may not occur in any particular way?</p> <p>9 A There was no -- at that time, we did not</p> <p>10 contemplate ending Walker Foods, but I believe it was Mr.</p> <p>11 Staples' recommendation that we consolidate everything.</p> <p>12 We had Renaissance Man Food Service with the minority</p> <p>13 business enterprise certification. Walker Foods was not a</p> <p>14 minority business enterprise certified entity and the</p> <p>15 recommendation by Mr. Staples was to consolidate all that</p> <p>16 within Renaissance Man Food Service and end the use of</p> <p>17 Walker Foods, so that would have changed the whole scope</p> <p>18 of the bonus compensation.</p> <p>19 Q And is that why in the resolution that was done</p> <p>20 after March 6, 2009 further discussions regarding</p> <p>21 compensation was referenced?</p> <p>22 A Yes.</p> <p>23 Q What further discussions were had with Mr.</p> <p>24 Staples after the Walker Foods, LLC resolution took place</p> <p>25 concerning his bonus?</p>	<p style="text-align: right;">Page 217</p> <p>1 A They were because that was a standard offer that</p> <p>2 would have been for the position that we had plugged Mr.</p> <p>3 Staples into within poultry to employ him through poultry.</p> <p>4 Q And I may have asked, but I want to be sure, why</p> <p>5 was that eliminated from the March 6th offer, the poultry</p> <p>6 plan versus participating in the net income of Walker</p> <p>7 Foods when he moves over to Walker Foods?</p> <p>8 A Because Mr. Staples' job was to manage Walker</p> <p>9 Foods and then ultimately Renaissance Man Food Service.</p> <p>10 He negotiated on behalf of Renaissance Man Food Service</p> <p>11 with Simmons Foods over the price of product paid by</p> <p>12 Renaissance Man to Simmons Foods and his interest, his</p> <p>13 sole interest was on creating margin within Renaissance</p> <p>14 Man Food Service and he did not need a conflict of being</p> <p>15 bonused by Simmons Prepared Foods, his supplier.</p> <p>16 Q Are you telling me that with respect to the</p> <p>17 bonus that's in paragraph three I need to talk to or I</p> <p>18 need to consult documents or communications between Mr.</p> <p>19 Staples and Mr. Walker or Mr. Eisenman?</p> <p>20 A I have no knowledge of a bonus that eventually</p> <p>21 was or was not agreed to with Mr. Staples.</p> <p>22 Q If this was a provision in an offer made to Mr.</p> <p>23 Staples, what did poultry do to make sure that the promise</p> <p>24 that was set out in there was complied with or carried</p> <p>25 out?</p>

<p style="text-align: right;">Page 218</p> <p>1 A Other than being available and having multiple 2 conversations with Mr. Staples over the entire duration of 3 his employment and never having it come up, I don't -- I 4 don't know of any interaction. 5 Q That's certainly a provision of the content of 6 the March 6th, '09 letter that was changed and never 7 carried out or put into place, correct? 8 A It was a provision that altered when the 9 decision was made to end Walker Foods. 10 Q Mr. Staples didn't participate in that because 11 he didn't represent either entity, did he? 12 A He did. He was part of the entity when we 13 began. When he -- when we transitioned -- we terminated 14 Mr. Rogers for starting a brokerage company and having a 15 conflict of interest and trying to operate a brokerage 16 company and manage Walker Foods. We clearly described to 17 John that was a conflict of interest. It was unacceptable 18 for Mr. Rogers to be out trying to solicit business 19 outside of his responsibilities for Walker Foods, so we 20 terminated him, brought John in, said there's an entity 21 here that needs to be managed, we've got lots of things 22 going on, how do you recommend cleaning that up and making 23 it function as a business and his recommendation, to my 24 recollection, was to clean up the entities, not have all 25 these multiple brands and focus on Renaissance Man Food</p>	<p style="text-align: right;">Page 220</p> <p>1 (Short break from 4:49 p.m. to 4:54 p.m.) 2 Q (BY MR. SIMMS) I think I'm about finished. Mr. 3 Jackson, what is Consolidated Broker Management, LLC? 4 A I am not familiar with Consolidated Broker 5 Management, LLC. 6 Q I think in some discovery responses it was 7 indicated, and I would have to look, that that is the 8 current broker for the ongoing poultry and HWE/Renaissance 9 Man relationship? 10 MR. PARKER: Just answer if you know. 11 A Poultry doesn't have a brokerage agreement, that 12 agreement is between Renaissance Man Food Service and 13 their customer, Sysco. 14 Q (BY MR. SIMMS) All right, let me back up. Has 15 there been a new agreement executed between the parties? 16 A I have been made aware by Mr. Walker that there 17 is a new brokerage arrangement representing Renaissance 18 Man Food Service with Sysco. 19 Q Okay. I guess what I was getting to is there a 20 new written agreement between poultry and H. Walker 21 Enterprises and/or Renaissance Man Food Services that 22 replaces Exhibit 6? 23 A There has not been. 24 Q Okay. And so if you go back to Exhibit 6, is it 25 poultry's position that that agreement is continuing to</p>
<p style="text-align: right;">Page 219</p> <p>1 Service and subsequently the Sysco Classic business. 2 Q The materials that you reviewed where Mr. 3 Staples discussed bonus with Mr. Walker or Mr. Eisenman, 4 do they indicate that Mr. Staples was asking about that 5 from those gentlemen? 6 A I would have to review those again, what that 7 said. 8 Q And that's based on documents we produced, 9 correct? 10 A That's correct. 11 Q All right. Let me ask this question. When Mr. 12 Staples approached Mr. Miller about his bonus, what would 13 Mr. Miller tell him as instructed by poultry? 14 MR. PARKER: Objection, calls for speculation. 15 MR. KING: Now? 16 Q (BY MR. SIMMS) At any time after March 6, 2009. 17 A I have questioned Mr. Miller if there were any 18 conversations about bonus from Mr. Staples to Mr. Miller 19 and there were none. 20 Q None? 21 A None. 22 MR. SIMMS: All right. Let me consult with 23 Mrs. Staples and I may be about finished subject to you 24 being asked any questions by the other lawyers and I may 25 have some follow-up.</p>	<p style="text-align: right;">Page 221</p> <p>1 govern the continued relationship between the parties? 2 And when I say the parties, I'm not talking about a broker 3 right now. 4 A Between Simmons and Renaissance Man Food 5 Service, that is the context that we're operating under. 6 Q All right. And you recall in there that poultry 7 had agreed to administer the brokerage aspect if there was 8 one involved, correct? 9 A That is correct. 10 Q And I think that it has been the policy of 11 poultry to request whatever broker agreement exists 12 between Renaissance Man and whatever broker, food broker, 13 its using at the time to facilitate the processing of 14 commissions and things of that nature and carry out that 15 function that's addressed in Exhibit 6? 16 A The percentage brokerage payment or the means in 17 which the brokerage payment was calculated was disclosed 18 through Simmons. 19 Q And that's the reason I ask the question about 20 this Consolidated Management. I would have thought that 21 if there was a broker agreement with Renaissance Man, that 22 would have been provided to poultry. You just -- you just 23 don't know the content of what that entity is or anything? 24 A I don't know the content of it. 25 MR. PARKER: And I'll represent that we have</p>

Page 222

1 searched for such an agreement and Simmons does not  
 2 possess one.  
 3 MR. SIMMS: The broker agreement with this new  
 4 entity?  
 5 MR. PARKER: Correct.  
 6 Q (BY MR. SIMMS) To your knowledge, does that  
 7 entity, that broker entity have ownership interest from  
 8 Mr. Walker or Mrs. Blanchard?  
 9 A I do not have knowledge of the ownership of that  
 10 entity.  
 11 Q All right. I think I'm about done. With  
 12 respect to the Walker Foods, LLC, was there ownership  
 13 interest in that entity by Renaissance Man Food Services  
 14 or H. Walker Enterprises, LLC to the knowledge of poultry?  
 15 A There were class A shares that were owned by an  
 16 entity and I do not recall which Herschel Walker entity  
 17 owned those shares.  
 18 MR. SIMMS: I don't have any further questions  
 19 unless somebody has some that I need to ask some about.  
 20 MR. KING: No questions.  
 21 MR. PARKER: Simmons Prepared Foods will reserve  
 22 its questions.  
 23 (DEPOSITION CONCLUDED AT 4:59 P.M.)  
 24  
 25


Page 223

1 ERRATA SHEET  
 2 STAPLES VS. H. WALKER ENTERPRISES, LLC, et al.  
 3 DEPOSITION OF DAVID JACKSON  
 4 REPORTED BY: KERRI PIANALTO, CCR  
 5 DATE DEPOSITION TAKEN: JANUARY 14, 2019  
 6 JOB NO. 135900  
 7 PAGE LINE IS SHOULD BE  
 8 \_\_\_\_\_  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11 \_\_\_\_\_  
 12 \_\_\_\_\_  
 13 \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_  
 18 \_\_\_\_\_  
 19 \_\_\_\_\_  
 20 \_\_\_\_\_  
 21 \_\_\_\_\_  
 22 \_\_\_\_\_  
 23 \_\_\_\_\_  
 24 \_\_\_\_\_  
 25 \_\_\_\_\_

Page 224

1 JURAT  
 2 STAPLES VS. H. WALKER ENTERPRISES, LLC, et al.  
 3 I, DAVID JACKSON, do hereby state under oath  
 4 that I have read the above and foregoing deposition in its  
 5 entirety and that the same is a full, true and correct  
 6 transcription of my testimony so given at said time and  
 7 place.  
 8  
 9  
 10 \_\_\_\_\_  
 11 Signature of Witness  
 12  
 13  
 14 Subscribed and sworn to before me, the  
 15 undersigned Notary Public in and for the State of Arkansas  
 16 by said witness, DAVID JACKSON, on this \_\_\_\_\_ day  
 17 of \_\_\_\_\_, 2019.  
 18  
 19  
 20  
 21 \_\_\_\_\_  
 22 NOTARY PUBLIC  
 23 MY COMMISSION EXPIRES: \_\_\_\_\_  
 24 JOB NO. 135900  
 25

Page 225

1 CERTIFICATE  
 2  
 3 I, Kerri Pinalto, Certified Court Reporter,  
 4 do hereby certify that the above-named DAVID JACKSON was  
 5 by me first duly sworn to testify the truth, the whole truth,  
 6 and nothing but the truth, in the case aforesaid; that the  
 7 above and foregoing deposition was by me taken and transcribed  
 8 pursuant to agreement, and under the stipulations  
 9 hereinbefore set out; and that I am not an attorney for  
 10 nor relative of any of said parties or otherwise  
 11 interested in the event of said action.  
 12 IN WITNESS WHEREOF, I have hereunto set my hand  
 13 and official seal this 21st day of January, 2019.  
 14  
 15  
 16  
 17  
 18  
 19   
 20 KERRI PIANALTO, CCR  
 21 State of Arkansas, No. 651  
 22  
 23  
 24  
 25

Page 226	Page 228
1 1 To: David Jackson	1 5 _____
2 2 Re: Signature of Deponent David Jackson	2 6 Reason for change _____
3 3 Date Errata due back at our offices: 02/21/2019	3 7 Page _____ Line _____ Change _____
4 4	4 8 _____
5 5 Greetings:	5 9 Reason for change _____
6 6 This deposition has been requested for read and sign by	6 10 Page _____ Line _____ Change _____
7 7 the deponent. It is the deponent's responsibility to	7 11 _____
8 8 review the transcript, noting any changes or corrections	8 12 Reason for change _____
9 9 on the attached PDF Errata. The deponent may fill	9 13 Page _____ Line _____ Change _____
10 10 out the Errata electronically or print and fill out	10 14 _____
11 11 manually.	11 15 Reason for change _____
12 12 Once the Errata is signed by the deponent and notarized,	12 16
13 13 please mail it to the offices of Veritext (below).	13 17
14 14	14
15 15 When the signed Errata is returned to us, we will seal	15 18 _____
16 16 and forward to the taking attorney to file with the	16 DEPONENT'S SIGNATURE
17 17 original transcript. We will also send copies of the	17 19
18 18 Errata to all ordering parties.	18 Sworn to and subscribed before me this ____ day of
19 19 If the signed Errata is not returned within the time	19 20
20 20 above, the original transcript may be filed with the	20 _____, _____.
21 21 court without the signature of the deponent.	21 21
22 22 Please Email the completed errata/witness cert page	22
23 23 to readandsign@veritext.com	23 22 _____
24 24 or mail to	24
25 25 Veritext Production Facility	25 23 NOTARY PUBLIC / My Commission Expires: _____
26 26 2031 Shady Crest Drive	
27 27 Hoover, AL 35216	
28 28 205-397-2397	
29 29	
30 30 ERRATA for ASSIGNMENT #3186238	

Page 227
1 2 I, the undersigned, do hereby certify that I have read the
2 3 transcript of my testimony, and that
3 4 ____ There are no changes noted.
4 5 ____ The following changes are noted:
5 6
6 Pursuant to Rule 30(7)(e) of the Federal Rules of Civil
7 Procedure and/or OCGA 9-11-30(e), any changes in form or
8 substance which you desire to make to your testimony shall
9 be entered upon the deposition with a statement of the
10 reasons given for making them. To assist you in making any
11 such corrections, please use the form below. If additional
12 pages are necessary, please furnish same and attach.
13 13
14 14 Page _____ Line _____ Change _____
15 15
16 16 Reason for change _____
17 17 Page _____ Line _____ Change _____
18 18
19 19 Reason for change _____
20 20 Page _____ Line _____ Change _____
21 21
22 22 Reason for change _____
23 23 Page _____ Line _____ Change _____
24 24
25 25 Reason for change _____
26 26 Page _____ Line _____ Change _____

VERITEXT LEGAL SOLUTIONS  
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at [www.veritext.com](http://www.veritext.com).